

1                   IN THE UNITED STATES DISTRICT COURT  
2                   FOR THE MIDDLE DISTRICT OF PENNSYLVANIA

3           EPSILON ENERGY USA, INC.                 :  
4   :  
5                   vs                                   :   1:21-CV-00658-JPW  
6   :  
7           CHESAPEAKE APPALACHIA, LLC               :

8  
9                   BEFORE:                   HONORABLE JENNIFER P. WILSON  
10                  PLACE:                   Harrisburg, Pennsylvania  
11                  PROCEEDINGS:           Telephonic Oral Argument  
12                  DATE:                   Monday, April 26, 2021; 2:00 p.m.

13  
14  
15   APPEARANCES (telephonically):

16   For the Plaintiff:           Gregory J. Krock, Esquire  
17                                   Elizabeth M. Thomas, Esquire  
18                                   McGUIRE WOODS, LLP  
19                                   260 Forbes Avenue, Suite 1800  
20                                   Pittsburgh, PA 15222  
21                                   - and -  
22                                   Jonathan T. Blank, Esquire  
23                                   McGUIRE WOODS, LLP  
24                                   310 Fourth Street, N.E., Suite 300  
25                                   Charlottesville, VA 22902

For the Defendant:           John B. Dempsey, Esquire  
Nicholas F. Kravitz, Esquire  
Richard L. Armezzani, Esquire  
MYERS BRIER & KELLY, LLP  
425 Spruce Street, Suite 200  
Scranton, PA 18505

Joining call, Counsel for Chesapeake, Joseph Tarantelli, Esq.

1 (2:00 p.m., convene.)

2 THE COURT: Good afternoon. This is Judge Wilson  
3 joining for a hearing in Epsilon Energy, USA, Inc. versus  
4 Chesapeake Appalachia LLC at this court's 21-CV-658. This is  
5 an on-the-record oral argument. I said hearing. I will strike  
6 that. It is an oral argument on one component of Plaintiff's  
7 motion for preliminary injunctive relief.

8 Before we delve into the preliminary issue that the  
9 Court would like to address, let me just ask Plaintiff's  
10 Counsel to state appearances on the record.

11 ATTORNEY KROCK: Your Honor, this is Greg Krock on  
12 behalf of Plaintiff Epsilon. With me are my colleagues,  
13 Jonathan Blank and Elizabeth Thomas.

14 THE COURT: Let me turn to Defendant's Counsel and ask  
15 you to state your appearances for the record.

16 ATTORNEY DEMPSEY: Good afternoon, Your Honor. This  
17 is Jack Dempsey on behalf of Chesapeake. Appearing with me are  
18 Nicholas Kravitz and Rich Armezzani.

19 Judge, my colleague, Joseph Tarantelli, who is an  
20 attorney with Chesapeake, Mr. Tarantelli, has not admitted an  
21 appearance in the case, and he is not admitted in Pennsylvania.  
22 And he would not expect the Court's permission to address any  
23 of the matters before the Court today, but he would like the  
24 opportunity, if the Court would permit it, to listen to the  
25 oral argument, just as he would do if the matter were going to

1 be conducted in open court.

2 So I note that Epsilon has indicated it has no  
3 objection to that. And I would ask the Court to consider my  
4 request that Mr. Tarantelli be able to listen to the argument.

5 THE COURT: Thank you for previewing that ahead of  
6 today's argument. I'm aware of the issue. There being no  
7 objection, and the Court thinking that's entirely appropriate,  
8 then permission is granted and Attorney Tarantelli is welcome  
9 to join us.

10 ATTORNEY DEMPSEY: Thank you, Your Honor.

11 THE COURT: Certainly. So the issue that's before the  
12 Court for today's purposes is -- I will refer to, adopting to  
13 the nomenclature utilized by the parties, as the SRBC  
14 commitment letter issue, which, as I indicated a moment ago, is  
15 merely a component of the ultimate relief requested in  
16 Plaintiff's motion for preliminary injunction. I have reviewed  
17 the parties' letter briefs as well as the supporting documents  
18 that were filed at documents 15, 27 and as amended, 28 and 29.

19 In addition, the preliminary issue I wanted to address  
20 before I hear your arguments is that Plaintiff filed a motion  
21 to seal an exhibit, which would namely be a transcript from the  
22 2018 case. That motion was received by the Court in the form  
23 of a courtesy copy sent by e-mail on Friday with the Court's  
24 permission, and the original motion has now been docketed, as  
25 of just a short while ago, today.

1           Is there any opposition from Defendant with respect to  
2 the motion to seal?

3           ATTORNEY DEMPSEY: No, Your Honor. There is no  
4 objection to the sealing of the transcript.

5           THE COURT: All right. So I will -- after the  
6 argument today I'll be glad to grant the motion to seal, which  
7 I will file of record. But I just wanted to clarify this  
8 issue. And I will also review the transcript which has been  
9 submitted, so that will be part of the record for purposes of  
10 today's proceeding.

11          Before we go ahead and proceed with the argument, I  
12 just want to find out on behalf of Epsilon who will be  
13 presenting the argument today.

14          ATTORNEY KROCK: This is Greg Krock, Your Honor. And  
15 I will be presenting the argument.

16          THE COURT: So I will assume, for the benefit of our  
17 court reporter, and she and I will both rely on this  
18 assumption, that if anyone is speaking on behalf of Epsilon  
19 today that it's you, Attorney Krock. If you elect to defer to  
20 some other counsel, if you could please specifically note that  
21 so that our court reporter and I know who is arguing.

22          Who will be arguing this matter on behalf of the  
23 Defendant?

24          ATTORNEY DEMPSEY: Your Honor, this is Jack Dempsey.  
25 I will.

1           THE COURT: Same request. If any other attorney -- if  
2 you want to defer to any other attorney, please specifically  
3 note that so we know who is speaking. Alright?

4           ATTORNEY KROCK: Yes, Your Honor.

5           THE COURT: All right. With those preliminary matters  
6 being addressed, let's go ahead and proceed.

7           Attorney Krock, I'm happy to hear your argument.

8           ATTORNEY KROCK: Thank you, Your Honor.

9           As Your Honor pointed out, the current issue involving  
10 the SRBC commitment letter is a very, very narrow one; just a  
11 subset of our request for preliminary injunctive relief. And  
12 it's really a timing issue that has caused us to kind of  
13 segregate the SRBC commitment letter issue.

14           Epsilon will not be able to use the water from  
15 Wyalusing Creek to drill its proposed wells unless it gets  
16 Pennsylvania DEP approval of its Water Management Plan. The  
17 approval of the Water Management Plan will not convey the  
18 substantive right to use that water from Wyalusing Creek as a  
19 water source. The approval from the DEP will merely establish  
20 that using that water would be acceptable to the Pa. DEP. It's  
21 not some type of a violation.

22           The problem, and the reason we appreciate the Court  
23 segregating this issue for us, is that Pennsylvania DEP will  
24 not begin reviewing Wyalusing Creek as a potential water source  
25 under that Water Management Plan unless and until Chesapeake

1 signs that commitment letter. So the reality is we need the  
2 letter just so that the Pennsylvania DEP can start its review  
3 process so that in the future, in May, after this Court  
4 conducts an injunction hearing, if Your Honor grants our  
5 motion, then the approval will be in place and then we can take  
6 advantage of that water source. That's why timing is so  
7 critical and why the issue is so narrow.

8 Now, I believe we've established in our letter brief  
9 and our reply brief all of the required injunction elements  
10 that relate to the SRBC commitment letter; the likelihood of  
11 success on the merits, irreparable harm absent the letter, and  
12 the absence of any harm to Chesapeake or anybody else if that  
13 letter is signed now as opposed to waiting until, you know,  
14 May, after the injunction hearing.

15 As far as success on the merits, Your Honor, I think  
16 it's important to start by pointing out something that I think  
17 was apparent in our papers; but the ownership of permits in the  
18 oil and gas industry, like the SRBC permit, is a little bit  
19 unique and a little bit unusual simply because it is so common  
20 in the industry to form joint operating agreements in which  
21 many people contribute different assets and funds but only one  
22 person kind of serves as the operator, who is the custodian  
23 that controls the various assess. And the SRBC water permit is  
24 not the only instance in which that occurs.

25 If you look, for example, at drilling permits for the

1 Pennsylvania DEP website, it's not that unusual for a lot of  
2 JOA parties to get together and collectively contribute the  
3 funds that are necessary to submit the permit, but the permit  
4 is issued only in one person's name. And when you go and look  
5 on the website for the Pennsylvania DEP, there is one person's  
6 name that is associated with that drilling permit, the  
7 operator. But that doesn't mean the operator is the exclusive  
8 owner of the permit. The permit can still be co-owned by lots  
9 of other folks.

10 That's exactly the same for the SRBC water permits.  
11 They use the word owner or project sponsor. But that doesn't  
12 necessarily mean that the person in whose name the permit  
13 exists is the only owner of that permit.

14 THE COURT: Attorney Krock, let me ask you a question,  
15 though. I have in front of me the proposed SRBC commitment  
16 letter. And this was filed at document 4-5. This is the draft  
17 that was submitted, as I understand it, to Chesapeake back on  
18 February 9th of 2021, and it is of record in this case.

19 In the second and third paragraphs of this letter,  
20 it -- and my understanding is this was drafted by Epsilon -- it  
21 states that the supply of water relative to docket number  
22 2017-0605, which I'll just refer to as Wyalusing Creek water  
23 source, that that supply of water will be provided subject to  
24 the terms and conditions of the Water Sharing Agreement that is  
25 envisioned between Epsilon and Chesapeake.

1           And then it goes on to say that this letter does not  
2 obligate Chesapeake to sell water to Epsilon. Rather, it  
3 simply states a willingness to do so, subject to availability.

4           So what I'm having trouble understanding is why those  
5 two paragraphs are not effectively an admission by Epsilon that  
6 the Wyalusing Creek water source is not jointly owned.

7           You can go ahead and address that.

8           ATTORNEY KROCK: Yeah. I mean, the language there we  
9 included to mirror -- because we knew there was a dispute. We  
10 knew we can't say hey, they're not going to sign a letter if we  
11 say we own an undivided one-half interest. They're not going  
12 to sign that letter while this dispute is ongoing.

13           So what we did is we asked the SRBC for, you know,  
14 essentially hey, can you guys help us draft this letter, what  
15 are the typical language that would come in here, you know, if  
16 the person wanting to use the water was someone who was not  
17 named as the project sponsor or the owner on the SRBC permit.  
18 And this was, I think, a similar component of that language.

19           So we figured we could include neutral language that  
20 would allow us to get the letter signed and to get it in the  
21 Pennsylvania DEP's hands without committing on either side to  
22 having this letter be binding as far as who actually owns the  
23 water source.

24           THE COURT: All right. You can proceed with your  
25 argument. Well, actually, no. Let's stay here for a moment.



1 I don't perceive this language to be neutral. Explain to me  
2 how that's neutral. It seems to expressly envision future  
3 agreement and/or a financial arrangement not just to share the  
4 water source but, indeed, for Epsilon to potentially purchase  
5 the access to the water source from Chesapeake.

6 Neutral language I would imagine to be something like  
7 this commitment letter is being entered into without prejudice  
8 to the parties ultimately seeking a resolution as to joint  
9 ownership of this water source.

10 Wouldn't that be more in the nature of neutral  
11 language?

12 ATTORNEY KROCK: Um. Yeah, I will agree with that,  
13 Your Honor. And I guess I should back up and say when we  
14 originally proposed the letter -- and maybe I guess I was  
15 thinking more on the most recent iteration that we didn't  
16 change. But at the time that we proposed the letter and put it  
17 together, I guess we were probably even one step ahead and  
18 didn't -- you know, the lawyer -- I don't even know if the  
19 lawyers had helped draft this letter, I think it was some of  
20 the business people, and it was before some of the issues had  
21 even come to a head.

22 So to a certain extent, I think they were just trying  
23 to be -- express a willingness to cooperate on certain things  
24 and to reach a middle ground so that the project could move  
25 forward. So I don't think anyone envisioned that as saying

1     hey, you know, this is a binding acknowledgment that we don't  
2     have a right to do this. But we weren't trying to be  
3     heavy-handed on it either. And just say listen, we will reach  
4     an arrangement somehow as far as the water, because when -- I  
5     mean, I think we even have to acknowledge that through the  
6     combined permit, we contributed a portion of that and  
7     Chesapeake contributed a portion of that and that we co-own an  
8     undivided 50 percent interest in the water.

9             But this water is actually going to be used for  
10    drilling wells under the JOA. And the JOAs, we're allowed to  
11    reallocate that.

12            So I think there was an acknowledgment on our part  
13    that while we would be using the water source and we own an  
14    undivided 50 percent interest, we weren't necessarily  
15    exclusively using it for our own purpose. We were using it  
16    under the JOA and that there still might be some agreement  
17    necessary in order to reflect that; that this wasn't being used  
18    exclusively by Epsilon for Epsilon wells, this was being used  
19    for JOA wells in which other parties are going to own an  
20    interest.

21            So there still may be a necessity of having some water  
22    agreement in place. But it's because this is being used, you  
23    know, for wells that are JOA wells and not necessarily just  
24    Epsilon wells.

25            THE COURT: All right. You can proceed with your

1 argument. I think I understand your response.

2 ATTORNEY KROCK: Okay. I guess there are two separate  
3 but related issues associated with the SRBC commitment letter,  
4 Your Honor. One is do we own an undivided 50 percent interest  
5 in the permit itself, which is the right to withdraw water from  
6 Wyalusing Creek. The second is does Epsilon co-own the  
7 facility or the infrastructure that have been constructed to  
8 pump the water out and store it and to utilize the impoundment.  
9 Again, related but separate issues.

10 We believe that while there are some facts that are  
11 disputed about the co-ownership of the permit itself, that if  
12 you just look at the undisputed facts, those are sufficient to  
13 satisfy our burden of establishing a likelihood of success on  
14 the merits. Just the undisputed facts.

15 It's undisputed that Epsilon was the sole and  
16 exclusive owner of an SRBC permit to withdraw water from  
17 Wyalusing Creek. And that was a permit that was docket number  
18 2008-1227. And I think Your Honor may have figured out that  
19 the first four digits of the docket -- or the permit number was  
20 the year that it was issued. So that was a 2008 permit.

21 It was undisputed that Epsilon and Chesapeake signed a  
22 farmout agreement in February of 2010 in which Epsilon conveyed  
23 an undivided 50 percent interest in certain assets to  
24 Chesapeake so that Chesapeake would then serve as the operator  
25 under a series of JOAs to develop those assets. It is

1 undisputed that just one month later, one month after the  
2 farmout agreement, Epsilon conveyed certain SRBC water permits  
3 and transferred them into Chesapeake's name, including the  
4 Wyalusing Creek permit. But there were several others.

5 It is undisputed that Chesapeake then combined the  
6 permit that Epsilon had conveyed into its name with a separate  
7 permit that Chesapeake had that was in close proximity on  
8 Wyalusing Creek. It had a permit. Epsilon had a permit. They  
9 were very close in Wyalusing Creek. So Chesapeake decided to  
10 combine them together to form a consolidated or a combined  
11 permit.

12 It is undisputed that when that combined permit came  
13 up for renewal just a year later, the SRBC continued to  
14 reference in that renewed combined permit the old Epsilon  
15 permit, the one at 2008-1227. That permit is still identified  
16 as the source, or the origin, of the entire project.

17 Finally, it is undisputed that Chesapeake continued to  
18 use the combined permit to withdraw water from Wyalusing Creek  
19 to drill wells under the JOAs that are jointly owned by  
20 Chesapeake and Epsilon and others.

21 So we believe that just those undisputed facts would  
22 be sufficient to establish that there is an undivided  
23 50 percent interest in that combined permit that still belongs  
24 to Epsilon.

25 Now, Chesapeake's response and Chesapeake's position

1 would -- and Chesapeake would have this Court believe one of  
2 two things. First, that Epsilon did not retain a 50 percent  
3 undivided interest pursuant to the farmout agreement and that  
4 this permit had nothing to do with the farmout agreement but  
5 was a separate, completely different transaction a month later  
6 in which Epsilon just decided to give its permit for no value,  
7 no consideration.

8           The second thing that I believe Epsilon is asking this  
9 Court to find is that somehow even if there was a co-ownership,  
10 once Chesapeake decided to combine the permits together that  
11 somehow that served to extinguish our interest. And on an  
12 ongoing basis, it's only Chesapeake that has an interest in the  
13 combined permit.

14           But neither of these arguments are consistent with the  
15 agreement, and they're not consistent with common sense. You  
16 know, we have pointed out in our papers the language in the  
17 farmout agreement that makes clear that not just the underlying  
18 wells and some of the assets but also other permits, other  
19 instruments that were necessary to develop the wells that  
20 Epsilon was contributing to the farmout were also included.

21           Your Honor, it's not uncommon in these type of  
22 transactions to have a list of some assets that are included  
23 but then say that's including but not limited to, we can't  
24 necessarily be sure we have identified every single asset  
25 that's included. So those are clearly illustrative. But

1 clearly, they're also broad categories of assets that are  
2 included, and clearly these permits fall within those broad  
3 categories of assets that were included.

4 But from a common sense standpoint, the assets clearly  
5 have value. We are here fighting vigorously over the ownership  
6 of this permit. So the notion that a month after the farmout  
7 was signed that Epsilon just decided to give this entire permit  
8 100 percent to Chesapeake simply defies logic.

9 A similar argument, Your Honor; after the permits were  
10 combined, the notion that Epsilon's interest somehow was  
11 extinguished is simply illogical. You know, as the operator of  
12 jointly-owned assets, Chesapeake was certainly entitled to take  
13 actions to try to enhance their value or do things to -- in  
14 furtherance of the farmout agreement and the JOAs.

15 So we are not suggesting in any way, shape or form  
16 that Chesapeake acted improperly in combining the permits and  
17 building out the infrastructure. That was certainly something  
18 that Chesapeake was entitled to and even expected to do in  
19 order to jointly develop these assets. I think it's great they  
20 did.

21 But Chesapeake's actions as a matter of law enure to  
22 the benefit of both of the parties that contributed to the  
23 permit not just Chesapeake.

24 The final comments as far as the permit, Your Honor,  
25 is while there are certain things that are undisputed, I think

1 one of the things that is disputed is kind of the location of  
2 the withdrawal point. And we went back and did some digging on  
3 that. And I hope our letter reply is clear. But we have  
4 confirmed that when the two permits were combined together, the  
5 Epsilon permit and the Chesapeake permit, the SRBC used our  
6 withdrawal point on the Epsilon permit. That was the location  
7 point that was utilized.

8 And by looking through kind of the chain of title, if  
9 you will, we have confirmed that the actual coordinates of the  
10 withdrawal point that is being used today in the combined  
11 permit is, in fact, the location of the withdrawal point that  
12 related to the Epsilon permit all the way back in 2008. So  
13 that water source right now is the exact withdrawal point of  
14 the former Epsilon permit.

15 THE COURT: What is the significance of that fact?

16 ATTORNEY KROCK: Well, their argument that we sought  
17 in opposition to our motion was that somehow that our permit  
18 was somewhere else, and that when they say it was extinguished  
19 or it ceased to exist, that somehow there had been a  
20 significant change and now the water is being withdrawn from a  
21 completely separate location that is different from where our  
22 water supply source was.

23 Now, I would argue, Your Honor, even if that were the  
24 case, I still think we would own an undivided 50 percent  
25 interest because the permits were combined and the volumes were

1 combined. So I'm not saying that's dispositive. But I am  
2 suggesting that it was Chesapeake that argued somehow that the  
3 location had changed, and the reality is it hasn't. It's the  
4 same point where we were withdrawing water back before the  
5 farmout agreement was signed.

6 THE COURT: Okay.

7 ATTORNEY KROCK: As far as the infrastructure, Your  
8 Honor, the combined permit contemplated that there would be an  
9 infrastructure that would be built out. That's inherent in the  
10 permit and the -- you know, the process of withdrawing water  
11 from Wyalusing Creek. So it was completely understood by, I  
12 think, everybody that there was going to be infrastructure as  
13 far as pumps and equipment and storage facilities in order to  
14 draw this volume of water out of Wyalusing Creek to drill  
15 wells.

16 Now, under the JOAs, each JOA party is required to pay  
17 its pro rata share of the costs of developed infrastructure  
18 under the JOA. And quite frankly, even absent the JOAs under  
19 kind of the 50/50 ownership that we had with Chesapeake as far  
20 as Wyalusing Creek, we would be expected to pay our pro rata  
21 share of any costs to develop a jointly-owned asset. That's  
22 fair.

23 So you know, we fully anticipate and expect that to  
24 the extent Chesapeake's incurred capital costs to enhance the  
25 value of a jointly-owned asset that they are entitled to, you



1 know, charge us for our pro rata share of those costs.

2 Now, for the wells that were drilled under the JOAs,  
3 it's our understanding that Epsilon did pay water costs. We  
4 saw bills that said hey, these are costs associated with water  
5 for developing wells in which you own an interest, and you've  
6 got to pay your pro rata share of the costs.

7 The problem is we're not exactly sure what those costs  
8 were. It wasn't clear to us, were these capital costs that  
9 were being passed on to us, were these other costs? And  
10 Epsilon asked for an audit and said we would like to better  
11 understand what these costs were, and we didn't receive the  
12 information that Epsilon wanted to assess that. So it wasn't  
13 entirely clear what were the costs and what was passed on.

14 We now understand, from looking at Chesapeake's  
15 argument in this case, they seem to be arguing that they can  
16 pick and choose what costs they want to pass on to us and have  
17 us pay for so that we jointly own these assets. But they are  
18 suggesting if they elected not to, whether intentionally or  
19 unintentionally, if they failed to pass costs on to us and if  
20 they incurred all of the capital costs, well, then it's their  
21 asset and they can keep it and they can exclude us from it.

22 That's really not the way the operator-ship works.  
23 It's now how one works when one owns an undivided 50 percent  
24 interest in an asset. They can't pick and choose when they  
25 want to pass costs on to us and when they don't in order to try

1 to kind of gain control over a jointly-owned asset.

2 So to this date we're not sure how what we paid in  
3 water costs and how they were calculated. But it really  
4 doesn't matter. They have gotten an obligation. We have an  
5 obligation to pay our pro rata share of those costs. And if  
6 they don't charge it for us, they can't then come back and say  
7 well, you didn't pay it so we own the asset.

8 So the bottom line is that we can figure out what was  
9 charged to us and what was not as far as the development of the  
10 infrastructure. But we're entitled to use that infrastructure.  
11 We're a co-owner of that just as much as we are of the  
12 Wyalusing Creek permit.

13 So for those reasons, Your Honor, I think we have  
14 established the likelihood of success on the merits as far as  
15 both the permit itself and the infrastructure. I think  
16 that's -- you know, the most challenging issue is, I think, as  
17 far as irreparable harm to Epsilon. I think we have kind of  
18 covered that already with the deadlines for our permits and  
19 avoiding the arguments that our well proposals have either  
20 expired or been in breach.

21 The only thing I will point on irreparable harm is  
22 that it seems like Chesapeake's position is that we can simply  
23 re-propose these wells if our proposals expire and that because  
24 the gas will still be in the ground, that we haven't lost  
25 anything. So that the ability to re-propose wells simply

1       defeats any finding of irreparable harm.

2               The argument -- this type of argument has been  
3       rejected by courts, including the Third Circuit. I think we  
4       cite the Minard Run case in our papers and that interfering  
5       with their development is irreparable harm. The Minard Run  
6       case cited in our papers, I believe I said which stands for the  
7       proposition that real property interests are unique and that  
8       the interference with the development of real property is also  
9       unique and gives rise to irreparable harm. Otherwise, you  
10      could never get an injunction in a case like this.

11             You would always be able to say that as long as the  
12      property is not permanently taken from the plaintiff that the  
13      plaintiff can never get an injunction, because there will  
14      always theoretically be an opportunity to develop that property  
15      in the future. And that's not the law. There are plenty of  
16      cases out there, including the oil and gas context when  
17      injunctions are granted.

18             The reasons for that is other courts have recognized  
19      that specifically with oil and gas development, the logistics  
20      associated with the development are very, very challenging and  
21      things change as far as conditions. For example, you know, a  
22      company's cash position changes over the years. So does the  
23      party have the capital available to proceed with the well?  
24      What about some of the other JOA parties who have consented;  
25      what is their situation like? Are they going to be able to

1 participate in a well a year from now or two years from now?

2 THE COURT: Mr. Krock, I understand your argument in  
3 response to the opposition from Chesapeake, but I want to ask  
4 you a slightly different question on the element of irreparable  
5 harm. And that is this.

6 So on page three of your initial letter brief -- so  
7 this is at document 15 -- you noted that Pennsylvania DEP has  
8 already reviewed and approved certain proposed water sources in  
9 Epsilon's Water Management Plan.

10 And so my question has to do with timing. Today is  
11 April 26th. My understanding is Epsilon is proposing to begin  
12 drilling at the proposed site on May 22, which is in 27 days.  
13 As a practical matter, is there enough time remaining in the 27  
14 days between now and May 22 for Pennsylvania DEP to review and  
15 approve the Wyalusing Creek water source --

16 ATTORNEY KROCK: I believe so.

17 THE COURT: -- in addition to those already approved?

18 ATTORNEY KROCK: Yes, I believe so. I mean, we --  
19 it's hard for us, you know, to -- and it's a challenge to  
20 represent to Your Honor exactly how long it's going to take  
21 because while our folks have a good working relationship with  
22 people at the Pennsylvania DEP, they really can't commit to a  
23 certain day. So we will try to ask them to expedite things.  
24 We will call and ask for updates and input. And sometimes you  
25 get slightly different responses, depending on who you talk to

1 and when.

2 So we did get the Pennsylvania DEP to at least assess  
3 some of the other water sources, the smaller ones and the other  
4 ones that in and of themselves aren't sufficient for the  
5 project. But I think we have done what we can to expedite the  
6 process so that we do still believe that if the SRBC commitment  
7 letter is signed today or tomorrow or even this week that we  
8 still will get approval in time for us to move forward.

9 THE COURT: All right. I think you just answered my  
10 related question but I just want to verify. In the event that  
11 this component of your injunctive relief request is denied;  
12 meaning if I don't order Chesapeake to sign the commitment  
13 letter, I take it that the already-approved water sources would  
14 not be sufficient for the proposed well.

15 Am I understanding that correctly?

16 ATTORNEY KROCK: That's correct, Your Honor.

17 THE COURT: All right. So this leads to my next  
18 question, which is if I were to deny your request for expedited  
19 resolution of the commitment letter issue or otherwise deny the  
20 requested relief regarding the commitment letter, then again,  
21 as a practical matter, does this cause your motion for  
22 preliminary injunction to become moot?

23 ATTORNEY KROCK: It's a challenging question, Your  
24 Honor. I would say not necessarily but potentially. And by  
25 that I mean there are other avenues that we could pursue at the

1 11th hour to try to see if there is something else we could do  
2 from a water standpoint. But that would be -- the likelihood  
3 of success would be pretty minor.

4 So timing wise, I think we have a lot -- we have a  
5 little bit more wiggle room; where if it was a timing of hey,  
6 listen, you know, the SRBC commitment letter might be delayed,  
7 we might not get it until later than we would really like to,  
8 is there still ways we can make this project work? The answer  
9 is yes.

10 If the statement is well, you are not and you are  
11 never going to be able to draw water from Wyalusing Creek, if  
12 there is something else you can do to make these wells happen,  
13 there are things we might be able to try, which is why I'm  
14 reluctant to say it would become moot. But I think from a  
15 practical standpoint it may become moot because those efforts  
16 would likely not be successful.

17 THE COURT: I'm not sure -- in the two different  
18 scenarios that you laid out, I want to make sure we're  
19 understanding each other, because I think the scenario I  
20 presented is a slightly different one. And that is this.

21 If I were to decline to take expedited action, as I'm  
22 being requested to do and I have entertained the possibility of  
23 doing, in the form of essentially carving out the SRBC  
24 commitment letter issue; or in the alternative, if I were to  
25 deny the sort of preliminary request for relief, which is order

1 Chesapeake to sign the SRBC commitment letter, and so through  
2 one of those courses of action, now you don't have a signed  
3 commitment letter.

4 Now we go forward to the hearing on your motion for  
5 preliminary injunction, which I think is scheduled for May  
6 11th, absent the SRBC commitment letter being submitted to  
7 Pennsylvania DEP, does it become an impossibility for Epsilon  
8 to go forward as planned on May 22, such that I could  
9 anticipate you'll say to me on May 11th hey, Judge, sorry, this  
10 is now a moot point because we can't obtain approval within the  
11 remaining 11 days from DEP of the Wyalusing Creek water source?

12 ATTORNEY KROCK: The answer to is that question -- I  
13 apologize, Your Honor. I did misunderstand. When I said we  
14 have more flexibility on the timing, I think that's what I  
15 meant, is that if Your Honor does not give us the expedited  
16 relief that we're seeking today so that the Pennsylvania DEP  
17 can start reviewing the Wyalusing Creek, you know, option, is  
18 that a problem for us? Yes. But will it completely moot the  
19 hearing on the 11th and 12th? I don't think so.

20 And I think that's -- I think we could probably --  
21 it's not -- it would be challenging for us. But my  
22 understanding is that we may be able to do other activities as  
23 long as we -- if we were successful at the injunction hearing  
24 on the 11th and 12th and Your Honor allows us access to the  
25 Craig well pad and orders Chesapeake to cooperate with us,

1     there may be things that we could do to satisfy the  
2     commencement of operations of the well that don't require the  
3     extensive water source from Wyalusing Creek so that we would  
4     satisfy our obligations to commence operations but not need the  
5     water.

6             Again, that -- it's not something that is optimal and  
7     it would be challenging. So I'm not suggesting that our  
8     request for the interim emergency relief for the SRBC  
9     commitment letter isn't important because it is. I'm just  
10    suggesting it's conceivable we could still maneuver things such  
11    that we could -- we could still arguably commence operations by  
12    the May 22nd date and we wouldn't need the water on that date.  
13    We might not need the water for a short period of time after  
14    that.

15            Does that make sense, Your Honor?

16            THE COURT: I think so. I think to some extent,  
17    though, that that does undermine your irreparable harm  
18    argument. Why does that not undermine your irreparable harm  
19    argument?

20            ATTORNEY KROCK: Well, because I think some of the  
21    costs of things -- if we're not going to get that permit, we  
22    would actually have to start doing things that are interfering  
23    with existing operations on the existing wells. So in order  
24    for us to drill new wells on the Craige well pad, we have to do  
25    certain work or Chesapeake has to do certain work, somehow in



1 combination, to shut in the existing wells and to start doing  
2 things on the well pad.

3 If we were to start doing that and then not get  
4 approved by the SRBC and not have this water source, we would  
5 be doing all sorts of activities that are interfering with  
6 existing wells that are keying up the preparation for the new  
7 well that would then all be for naught if we don't have that  
8 approval.

9 So the reality is we would be doing things that in  
10 good oil field practice one would not do until one has one's  
11 water permit lined up. So it's not physically impossible. But  
12 from a practical standpoint, it's just not the way you do  
13 things in the industry and it's problematic.

14 THE COURT: Okay. I understand. All right. Is there  
15 anything else you would like to let me know before I turn to  
16 Defendant's Counsel?

17 ATTORNEY KROCK: The last comment I would leave you  
18 with, Your Honor, is pretty much the first one is how narrow  
19 the issue is. As far as the harm that might be caused, we read  
20 Chesapeake's response to argue significantly about the evils of  
21 having two separate operators working on the same well pad.  
22 And while we disagree with that, we think that if Chesapeake  
23 cooperates, there is no issue whatsoever, we don't view that as  
24 the issue for today. We view that as the issue for the  
25 ultimate injunction hearing.

1           The issue today is if Chesapeake signs the SRBC  
2       commitment letter and we submit it to the Pennsylvania DEP  
3       today, is there any harm and will they suffer any harm if Your  
4       Honor rules against Epsilon at the injunction hearing and says  
5       that we're not entitled to move forward. That is the issue  
6       that comes into play as far as will somebody else be harmed.  
7       And clearly, Chesapeake will not be harmed by signing this  
8       letter, because if Your Honor rules against us at the  
9       injunction hearing, there will be no permanent effect or  
10      downside of having signed the letter.

11           THE COURT: All right. Thank you, Mr. Krock. Let me  
12      turn to, I think it was Mr. Dempsey arguing on behalf of  
13      Chesapeake. Attorney Dempsey.

14           ATTORNEY DEMPSEY: Thank you, Your Honor. Judge, I  
15      would like to pick up just with the series of questions that  
16      you just posed to Mr. Krock, and I would like to focus there  
17      for a moment.

18           What you are being asked to do today without a hearing  
19      and on an emergency of Epsilon's making is to grant a mandatory  
20      injunction. And you've just asked the question whether the --  
21      whether the injunction is necessary, whether it is necessary  
22      that it be entered today before a hearing, whether it is  
23      necessary at all.

24           The answer you got to that question demonstrates the  
25      inability of Epsilon to demonstrate irreparable harm. The

1 answer was is it -- is it necessary, would it moot the case?  
2 No, I'm not going to say it would moot the case. There are  
3 other things we could try. It would be more challenging. It  
4 would not be as optimal. The suggestion is it may be more  
5 expensive.

6 But that is not the standard, as the Court well knows.  
7 And this Court entered a preliminary injunct-- a mandatory  
8 injunction -- it's the only one, Your Honor, that we could  
9 identify as having been entered by the Court in Drenth versus  
10 Boockvar -- and carefully articulated the standard that  
11 attaches and the burden, quite frankly.

12 It is Epsilon's burden to come into court and make a  
13 clear showing of the four elements for success on a mandatory  
14 injunction. It's a heightened standard when you are asking a  
15 party to change its position, which is what they are asking  
16 here.

17 And when you put the question squarely to them, does a  
18 decision by the Court that doesn't grant the request today moot  
19 your proposal, the answer is no, they can't say that.

20 And so at the very least, this is not a question for  
21 the Court for today; not in the face of the answer you got to  
22 that question.

23 And Your Honor, we would submit that this is not a  
24 case that would warrant mandatory injunctive relief under any  
25 circumstances. Mr. Krock gave a very extensive presentation to

1 the Court about how things work in the industry and ownership  
2 doesn't necessarily mean ownership in the industry. And  
3 ownerships of permits, it's very common that even though it's  
4 owned by everyone, the Commonwealth of Pennsylvania would  
5 identify it as owned by Chesapeake.

6 And respectfully, that -- all of that argument does  
7 not meet the standard that this Court articulates in Drenth  
8 versus Boockvar, and that is the standard in the Third Circuit.  
9 And that's a clear showing of a right to success, a likelihood  
10 of success on the merits and irreparable harm. Those are the  
11 gatekeeper factors.

12 And then three and four are that the Defendant's harm  
13 would not outweigh the Plaintiff's harm and that the public  
14 interest favors the mandatory injunction. They have made none  
15 of that showing, Judge. The way they have chosen to structure  
16 their water permit argument is to argue that they have  
17 co-ownership of the permit. They have done it a couple of  
18 different ways.

19 If you look at the initial complaint that was filed by  
20 Epsilon in this case, they argued in a verified pleading that  
21 they acquired the permit from Chesapeake in a purchase and sale  
22 agreement. They said their subordinate entity, or subsidiary  
23 entity, purchased the water assets from Chesapeake, and they  
24 attached, in redacted form, a purchase and sale agreement from  
25 February of 2016.

1           It turns out that agreement never closed. It was  
2 never finalized. So no one purchased anything under that  
3 agreement because it didn't close. Ironically, the reason it  
4 didn't close was because Equinor withheld its consent to have  
5 Epsilon operate. But it didn't close, nevertheless.

6           So that was the first tact taken by Epsilon to  
7 establish co-ownership.

8           The current tact is to argue that Epsilon took its  
9 2008 permit and conveyed it as part of a farmout agreement, and  
10 the date of the farmout agreement is February 1, 2010. And  
11 that agreement, which has schedules, and the schedules include  
12 easements, does not mention this permit. It does not mention  
13 it at all.

14           The argument that they asserted, and you can look at  
15 the agreement, you can construe the term easement as  
16 encompassing the 2008 permit and that they conveyed it through  
17 that -- through that agreement.

18           Now, we have offered to the Court a letter that  
19 demonstrates Epsilon was writing to Chesapeake 59 days later  
20 expressing that they had the intent to convey that permit; not  
21 that it was conveyed already on February 1, 2010. They say we  
22 intend to convey the 2008 permit. And then they did, in total,  
23 not with a 50 percent retention. And that's what the documents  
24 reflect.

25           So what happens? Chesapeake goes to the SRBC and it

1 changes ownership on the permit. And we have given that to the  
2 Court, as well. And the current record ownership -- let me  
3 back up. The record ownership as of April 2010, which we  
4 provided to the Court as Exhibit B to our April 19 petition, as  
5 of April 2010, the SRBC recognized that this docket, the 2008  
6 docket, was owned by Chesapeake in full.

7 Now, that location was not at the current location.  
8 But let's not jump to that right away.

9 The record of the SRBC confirms that that permit was  
10 100 percent owned by Chesapeake, and that's the evidence before  
11 the Court, on an element that Epsilon takes on the burden of  
12 showing by clear evidence is co-owned. And this is their  
13 second attempt.

14 What Epsilon has done is to attempt to sort of  
15 quantity trace. So they take and they look at this permit and  
16 they say it included the right to take 216,000 gallons from a  
17 location near Chesapeake's location and we gave it over to  
18 Chesapeake.

19 Now they say, Judge -- and even though it's not an  
20 undisputed fact on their version, they say Judge, common sense  
21 means we wouldn't have just given it to them. We would have  
22 kept 50 percent. But that is not what the papers reflect. So  
23 the Court --

24 THE COURT: Mr. Dempsey, let me ask you to pause there  
25 for a moment. There is just a logical tug in the favor of

1 Plaintiff on that argument.

2 So can you just respond to the fairly common sense  
3 assertion by Counsel for Epsilon that it does seem unlikely  
4 that Epsilon would have just, out of the spirit of generosity,  
5 given its water source permit to Chesapeake without any  
6 consideration in return? Is there a response to that?

7 ATTORNEY DEMPSEY: Well, Your Honor, there is not  
8 evidence before this Court as to why it is that Epsilon  
9 conveyed that permit in April of 2010. The evidence before the  
10 Court is that they did so. The farmout agreement does not  
11 reflect the conveyance of that permit. That is the evidence  
12 before the Court. We are not in a factual hearing. And I  
13 don't have evidence to offer to the Court as what motivated or  
14 what was received in return by Epsilon. But respectfully,  
15 Epsilon has not made that showing either.

16 They suggest to the Court that the Court should just  
17 apply its common sense and why would they convey this asset  
18 over to Chesapeake without consideration. There is no showing  
19 that they didn't receive consideration. And I don't come to  
20 the proceeding today, Judge, with that evidence. But the  
21 evidence before the Court, candidly, is that Epsilon just asked  
22 this Court to assume it was conveyed 60 days earlier as part of  
23 a farmout agreement that doesn't reference it.

24 THE COURT: Understood. Fair point. And obviously  
25 it's Plaintiff's burden to prove likelihood of success on the

1 merits evidentiarily.

2 ATTORNEY DEMPSEY: Thank you. And Judge, as you have  
3 articulated in Drenth, it's not simply a 51 percent burden.  
4 They are obligated to make a clear showing that the notion of a  
5 mandatory injunction is an extraordinary remedy that is never  
6 awarded as a right. And that is the law. And you don't have  
7 that before you.

8 And respectfully, that is the end of the analysis from  
9 our perspective. But this notion of permit tracing, which the  
10 law doesn't contemplate, the SRBC attributes ownership of this  
11 docket to Chesapeake as of April of 2010. If you look at the  
12 2011 docket, which Chesapeake applied for and obtained in its  
13 own name, it says very expressly -- and we have attached this,  
14 Judge, as Exhibit C to our April 19th submission; it's at  
15 document 27-3 and it's at page C-17. It's part of the 2011  
16 permit. What it points out is that this approval -- so it's  
17 the SRBC-2011 approval, this approval hereby supersedes and  
18 rescinds commissioned docket numbers 2008 and 2009. And I'm  
19 not reading the entirety of the permit number. But the 2008  
20 permit was rescinded as of no later than June 2011 when the  
21 SRBC issued that docket.

22 It was at a different location. Chesapeake, since  
23 2009, has withdrawn water from the Wyalusing Creek at what is  
24 identified on Exhibit A, which we submitted to Your Honor, the  
25 first image on Exhibit A, that withdrawal point is the



1 withdrawal point that Chesapeake utilized prior to 2010. It's  
2 the withdrawal point that's connected to the 2012 permit, which  
3 is carried forward in Chesapeake's 2017 permit. It's never  
4 changed. That is the withdrawal point.

5 And the infrastructure that's identified in the  
6 picture to the right of the withdrawal point is infrastructure  
7 that Chesapeake designed and paid for and constructed in 2011.

8 Those are the facts. And in a process here where this  
9 Court is being asked to accommodate a timing rush -- so we  
10 don't even get to a May 11 hearing when evidence can be offered  
11 and received by the Court -- but instead accommodate Epsilon on  
12 a basis ahead of that, enter a mandatory injunction to  
13 accommodate them, and then the Court asked the question that  
14 demonstrates it would be -- not only does it fail to meet the  
15 Third Circuit standard, as Your Honor articulates in Drenth,  
16 but it is not necessary; I would argue, admittedly, as of this  
17 afternoon unnecessary.

18 And I'm happy to address the Court's questions, if I  
19 can just make one final point.

20 The argument that has been advanced that, Judge, just  
21 have them sign the letter and it really doesn't prejudice them.  
22 Just ask Chesapeake to go ahead and sign. That's -- Your Honor  
23 started with questions about what that letter says. And it  
24 sure says more than that.

25 The letter is not something that's going to be taken

1 by Epsilon and filed away. Epsilon is going to take this  
2 letter and they're going to submit it to the Commonwealth of  
3 Pennsylvania and they are going to suggest that Chesapeake has  
4 committed to supply Epsilon with water from this  
5 permitted-withdrawal location using the Chesapeake  
6 infrastructure.

7 So that would be a representation being made to the  
8 Commonwealth of Pennsylvania for the purpose of gaining  
9 Pennsylvania's approval of a Water Management Plan that is a  
10 condition of their permit and that is not yet approved.

11 And among other things, the draft letter that they  
12 would have us execute identifies a water-sharing agreement that  
13 will be entered in the future between Chesapeake and Epsilon.  
14 It says Chesapeake understands that it will, in any event,  
15 remain responsible for compliance with the terms and conditions  
16 of the Chesapeake docket, SRBC docket number 2017-0605. So  
17 this is an acknowledgment of continued responsibility by  
18 Chesapeake that would be submitted to the State of Pennsylvania  
19 dealing with an asset that Chesapeake owns and has no  
20 obligation to grant Epsilon rights over.

21 And even the final paragraph that Your Honor pointed  
22 out, the letter does not obligate Chesapeake Appalachia to sell  
23 water to Epsilon. Rather, it states a willingness to do so,  
24 subject to availability as determined by Chesapeake. So it  
25 limits the grounds upon which Chesapeake could refuse to

1 whether water is available under the capacity that Chesapeake  
2 gains by the permit.

3 That all changes very much the status quo, because  
4 that is not the state of affairs today.

5 The -- well, I don't want to belabor it. But I think  
6 respectfully, the moving party here with the burden has not met  
7 their showing.

8 And Judge, one final point on this irreparable  
9 injury, which I think is fully answered as of this moment, is  
10 what Epsilon does not address is the fact that they went out  
11 and got their own permitted location two and a half miles  
12 closer to the Craige well pad, which is where they would  
13 propose to conduct this drilling.

14 They have the right under that permit to access  
15 715,000 gallons of water a day. They have had that right since  
16 they gained that permit in 2019. So if they -- if it is  
17 Epsilon's objective and has been their objective, according to  
18 their pleading, to commence this drilling for months and  
19 months, they could have accessed that water. They can access  
20 it today and tomorrow.

21 Presumably they have built infrastructure in order to  
22 permit them to access the water, but that's a cost issue for  
23 them. They have an independent source, multiple independent  
24 sources that they have identified, but certainly one that is  
25 two and a half miles closer to the Craige pad that gets them

1 the same 715,000 gallons a day of water.

2 So respectfully, Judge, at the very least this is an  
3 issue to be addressed on a full evidentiary record on May 11.  
4 If the Court cares to consider what is the evidence before it  
5 right at the moment, certainly Epsilon has made nowhere near  
6 the showing necessary to warrant this extraordinary remedy.

7 So I would ask that the Court deny or refuse to compel  
8 Chesapeake to sign a commitment letter.

9 THE COURT: All right. Thank you, Counsel. I think I  
10 understand both of your arguments. I will take this matter  
11 under advisement and render a decision as quickly as possible.

12 Court is adjourned.

13 ATTORNEY KROCK: Thank you, Your Honor.

14 ATTORNEY DEMPSEY: Thank you, Your Honor.

15 (2:58 p.m., court adjourned.)  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25

## REPORTER'S CERTIFICATE

I, Lori A. Fausnaught, RMR, CRR, Official Court Reporter for the United States District Court for the Middle District of Pennsylvania, appointed pursuant to the provisions of Title 28, United States Code, Section 753, do hereby certify that the foregoing is a true and correct transcript of the telephonic within-mentioned proceedings had in the above-mentioned and numbered cause on the date or dates hereinbefore set forth; and I do further certify that the foregoing transcript has been prepared by me or under my supervision.

s/Lori A. Fausnaught, RMR, CRR  
-----  
Lori A. Fausnaught, RMR, CRR  
Official Court Reporter

## REPORTED BY:

LORI A. FAUSNAUGHT, RMR, CRR  
Official Court Reporter  
United States District Court  
Middle District of Pennsylvania  
Lori\_Fausnaught@pamd.uscourts.gov

(The foregoing certificate of this transcript does not apply to any reproduction of the same by any means unless under the direct control and/or supervision of the certifying reporter.)

<b>ATTORNEY DEMPSEY:</b> [8] 2/16 3/10 4/3 4/24 26/14 31/7 32/2 36/14 <b>ATTORNEY KROCK:</b> [17] 2/11 4/14 5/4 5/8 8/8 9/12 11/2 15/16 16/7 20/16 20/18 21/16 21/23 23/12 24/20 25/17 36/13 <b>THE COURT:</b> [24] 2/2 2/14 3/5 3/11 4/5 4/16 5/1 5/5 7/14 8/24 10/25 15/15 16/6 20/2 20/17 21/9 21/17 22/17 24/16 25/14 26/11 30/24 31/24 36/9	<b>21-CV-658</b> [1] 2/4 <b>216,000 gallons</b> [1] 30/16 <b>22</b> [3] 20/12 20/14 23/8 <b>22902</b> [1] 1/20 <b>22nd</b> [1] 24/12 <b>26</b> [1] 1/12 <b>260</b> [1] 1/17 <b>26th</b> [1] 20/11 <b>27</b> [3] 3/18 20/12 20/13 <b>27-3</b> [1] 32/15 <b>28</b> [2] 3/18 37/6 <b>29</b> [1] 3/18 <b>2:00</b> [2] 1/12 2/1 <b>2:58</b> [1] 36/15	33/11 33/13 <b>according</b> [1] 35/17 <b>acknowledge</b> [1] 10/5 <b>acknowledgment</b> [3] 10/1 10/12 34/17 <b>acquired</b> [1] 28/21 <b>acted</b> [1] 14/16 <b>action</b> [2] 22/21 23/2 <b>actions</b> [2] 14/13 14/21 <b>activities</b> [2] 23/22 25/5 <b>actual</b> [1] 15/9 <b>actually</b> [4] 8/22 8/25 10/9 24/22 <b>addition</b> [2] 3/19 20/17 <b>address</b> [6] 2/9 2/22 3/19 8/7 33/18 35/10 <b>addressed</b> [2] 5/6 36/3 <b>adjourned</b> [2] 36/12 36/15 <b>admission</b> [1] 8/5 <b>admitted</b> [2] 2/20 2/21 <b>admittedly</b> [1] 33/16 <b>adopting</b> [1] 3/12 <b>advanced</b> [1] 33/20 <b>advantage</b> [1] 6/6 <b>advisement</b> [1] 36/11 <b>affairs</b> [1] 35/4 <b>after</b> [7] 4/5 6/3 6/14 12/1 14/6 14/9 24/13 <b>afternoon</b> [3] 2/2 2/16 33/17 <b>again</b> [3] 11/9 21/20 24/6 <b>against</b> [2] 26/4 26/8 <b>ago</b> [2] 3/14 3/25 <b>agree</b> [1] 9/12 <b>agreement</b> [24] 7/24 9/3 10/16 10/22 11/22 12/2 13/3 13/4 13/15 13/17 14/14 16/5 28/22 28/24 29/1 29/3 29/9 29/10 29/11 29/15 29/17 31/10 31/23 34/12 <b>agreements</b> [1] 6/20 <b>ahead</b> [7] 3/5 4/11 5/6 8/7 9/17 33/12 33/22 <b>all</b> [18] 4/5 5/5 6/9 8/24 10/25 15/12 17/20 21/9 21/17 25/5 25/7 25/14 26/11 26/23 28/6 29/13 35/3 36/9 <b>allow</b> [1] 8/20 <b>allowed</b> [1] 10/10 <b>allows</b> [1] 23/24 <b>already</b> [5] 18/18 20/8 20/17 21/13 29/21 <b>already-approved</b> [1] 21/13 <b>Alright</b> [1] 5/3 <b>also</b> [5] 4/8 13/18 13/20 14/1 19/8 <b>alternative</b> [1] 22/24	<b>always</b> [2] 19/11 19/14 <b>am</b> [2] 16/1 21/15 <b>amended</b> [1] 3/18 <b>among</b> [1] 34/11 <b>analysis</b> [1] 32/8 <b>answer</b> [6] 22/8 23/12 26/24 27/1 27/19 27/21 <b>answered</b> [2] 21/9 35/9 <b>anticipate</b> [2] 16/23 23/9 <b>any</b> [15] 2/22 4/1 5/1 5/2 6/12 14/15 16/21 19/1 26/3 26/3 27/24 31/5 34/14 37/23 37/23 <b>anybody</b> [1] 6/12 <b>anyone</b> [2] 4/18 9/25 <b>anything</b> [3] 18/25 25/15 29/2 <b>apologize</b> [1] 23/13 <b>APPALACHIA</b> [3] 1/6 2/4 34/22 <b>apparent</b> [1] 6/17 <b>appearance</b> [1] 2/21 <b>appearances</b> [3] 1/15 2/10 2/15 <b>Appearing</b> [1] 2/17 <b>applied</b> [1] 32/12 <b>apply</b> [2] 31/17 37/23 <b>appointed</b> [1] 37/5 <b>appreciate</b> [1] 5/22 <b>appropriate</b> [1] 3/7 <b>approval</b> [11] 5/16 5/17 5/19 6/5 21/8 23/10 25/8 32/16 32/17 32/17 34/9 <b>approve</b> [1] 20/15 <b>approved</b> [5] 20/8 20/17 21/13 25/4 34/10 <b>April</b> [8] 1/12 20/11 30/3 30/4 30/5 31/9 32/11 32/14 <b>April 19</b> [1] 30/4 <b>April 19th submission</b> [1] 32/14 <b>April 2010</b> [2] 30/3 30/5 <b>April 26th</b> [1] 20/11 <b>are</b> [46] <b>aren't</b> [1] 21/4 <b>arguably</b> [1] 24/11 <b>argue</b> [5] 15/23 25/20 28/16 29/8 33/16 <b>argued</b> [2] 16/2 28/20 <b>arguing</b> [4] 4/21 4/22 17/15 26/12 <b>argument</b> [26] 1/11 2/5 2/6 2/25 3/4 3/6 4/6 4/11 4/13 4/15 5/7 8/25 11/1 14/9 15/16 17/15 19/2 19/2 20/2 24/18 24/19 28/6 28/16 29/14 31/1 33/20 <b>arguments</b> [4] 3/20 13/14 18/19 36/10	<b>Armezzani</b> [2] 1/22 2/18 <b>arrangement</b> [2] 9/3 10/4 <b>articulated</b> [2] 27/10 32/3 <b>articulates</b> [2] 28/7 33/15 <b>as</b> [83] <b>ask</b> [10] 2/9 2/14 3/3 7/14 20/3 20/23 20/24 30/24 33/22 36/7 <b>asked</b> [7] 8/13 17/10 26/18 26/20 31/21 33/9 33/13 <b>asking</b> [3] 13/8 27/14 27/15 <b>asserted</b> [1] 29/14 <b>assertion</b> [1] 31/3 <b>assess</b> [3] 6/23 17/12 21/2 <b>asset</b> [9] 13/24 16/21 16/25 17/21 17/24 18/1 18/7 31/17 34/19 <b>assets</b> [12] 6/21 11/23 11/25 13/18 13/22 14/1 14/3 14/4 14/12 14/19 17/17 28/23 <b>associated</b> [4] 7/6 11/3 17/4 19/20 <b>assume</b> [2] 4/16 31/22 <b>assumption</b> [1] 4/18 <b>attached</b> [2] 28/24 32/13 <b>attaches</b> [1] 27/11 <b>attempt</b> [2] 30/13 30/14 <b>attorney</b> [8] 2/20 3/8 4/19 5/1 5/2 5/7 7/14 26/13 <b>attributes</b> [1] 32/10 <b>audit</b> [1] 17/10 <b>availability</b> [2] 8/3 34/24 <b>available</b> [2] 19/23 35/1 <b>Avenue</b> [1] 1/17 <b>avenues</b> [1] 21/25 <b>avoiding</b> [1] 18/19 <b>awarded</b> [1] 32/6 <b>aware</b> [1] 3/6 <b>away</b> [2] 30/8 34/1
<b>0</b> <b>0605</b> [2] 7/22 34/16	<b>3</b> <b>300</b> [1] 1/20 <b>310</b> [1] 1/20	<b>36/15</b>	<b>attaches</b> [1] 27/11 <b>attempt</b> [2] 30/13 30/14 <b>attorney</b> [8] 2/20 3/8 4/19 5/1 5/2 5/7 7/14 26/13 <b>attributes</b> [1] 32/10 <b>audit</b> [1] 17/10 <b>availability</b> [2] 8/3 34/24 <b>available</b> [2] 19/23 35/1 <b>Avenue</b> [1] 1/17 <b>avenues</b> [1] 21/25 <b>avoiding</b> [1] 18/19 <b>awarded</b> [1] 32/6 <b>aware</b> [1] 3/6 <b>away</b> [2] 30/8 34/1	
<b>1</b> <b>100</b> [1] 14/8 <b>100 percent</b> [1] 30/10 <b>11</b> [3] 23/11 33/10 36/3 <b>11th</b> [1] 23/6 <b>11th and</b> [2] 23/19 23/24 <b>11th hey</b> [1] 23/9 <b>11th hour</b> [1] 22/1 <b>1227</b> [2] 11/18 12/15 <b>12th</b> [1] 23/19 <b>12th and</b> [1] 23/24 <b>15</b> [2] 3/18 20/7 <b>15222</b> [1] 1/18 <b>17</b> [1] 32/15 <b>1800</b> [1] 1/17 <b>18505</b> [1] 1/24 <b>19</b> [1] 30/4 <b>1:21-CV-00658-JPW</b> [1] 1/4	<b>4</b> <b>4-5</b> [1] 7/16 <b>425</b> [1] 1/23	<b>admission</b> [1] 8/5 <b>admitted</b> [2] 2/20 2/21 <b>admittedly</b> [1] 33/16 <b>adopting</b> [1] 3/12 <b>advanced</b> [1] 33/20 <b>advantage</b> [1] 6/6 <b>advisement</b> [1] 36/11 <b>affairs</b> [1] 35/4 <b>after</b> [7] 4/5 6/3 6/14 12/1 14/6 14/9 24/13 <b>afternoon</b> [3] 2/2 2/16 33/17 <b>again</b> [3] 11/9 21/20 24/6 <b>against</b> [2] 26/4 26/8 <b>ago</b> [2] 3/14 3/25 <b>agree</b> [1] 9/12 <b>agreement</b> [24] 7/24 9/3 10/16 10/22 11/22 12/2 13/3 13/4 13/15 13/17 14/14 16/5 28/22 28/24 29/1 29/3 29/9 29/10 29/11 29/15 29/17 31/10 31/23 34/12 <b>agreements</b> [1] 6/20 <b>ahead</b> [7] 3/5 4/11 5/6 8/7 9/17 33/12 33/22 <b>all</b> [18] 4/5 5/5 6/9 8/24 10/25 15/12 17/20 21/9 21/17 25/5 25/7 25/14 26/11 26/23 28/6 29/13 35/3 36/9 <b>allow</b> [1] 8/20 <b>allowed</b> [1] 10/10 <b>allows</b> [1] 23/24 <b>already</b> [5] 18/18 20/8 20/17 21/13 29/21 <b>already-approved</b> [1] 21/13 <b>Alright</b> [1] 5/3 <b>also</b> [5] 4/8 13/18 13/20 14/1 19/8 <b>alternative</b> [1] 22/24	<b>appeal</b> [1] 32/12 <b>appears</b> [1] 32/12 <b>appearing</b> [1] 2/17 <b>applied</b> [1] 32/12 <b>apply</b> [2] 31/17 37/23 <b>appointed</b> [1] 37/5 <b>appreciate</b> [1] 5/22 <b>appropriate</b> [1] 3/7 <b>approval</b> [11] 5/16 5/17 5/19 6/5 21/8 23/10 25/8 32/16 32/17 32/17 34/9 <b>approve</b> [1] 20/15 <b>approved</b> [5] 20/8 20/17 21/13 25/4 34/10 <b>April</b> [8] 1/12 20/11 30/3 30/4 30/5 31/9 32/11 32/14 <b>April 19</b> [1] 30/4 <b>April 19th submission</b> [1] 32/14 <b>April 2010</b> [2] 30/3 30/5 <b>April 26th</b> [1] 20/11 <b>are</b> [46] <b>aren't</b> [1] 21/4 <b>arguably</b> [1] 24/11 <b>argue</b> [5] 15/23 25/20 28/16 29/8 33/16 <b>argued</b> [2] 16/2 28/20 <b>arguing</b> [4] 4/21 4/22 17/15 26/12 <b>argument</b> [26] 1/11 2/5 2/6 2/25 3/4 3/6 4/6 4/11 4/13 4/15 5/7 8/25 11/1 14/9 15/16 17/15 19/2 19/2 20/2 24/18 24/19 28/6 28/16 29/14 31/1 33/20 <b>arguments</b> [4] 3/20 13/14 18/19 36/10	<b>assess</b> [3] 6/23 17/12 21/2 <b>asset</b> [9] 13/24 16/21 16/25 17/21 17/24 18/1 18/7 31/17 34/19 <b>assets</b> [12] 6/21 11/23 11/25 13/18 13/22 14/1 14/3 14/4 14/12 14/19 17/17 28/23 <b>associated</b> [4] 7/6 11/3 17/4 19/20 <b>assume</b> [2] 4/16 31/22 <b>assumption</b> [1] 4/18 <b>attached</b> [2] 28/24 32/13 <b>attaches</b> [1] 27/11 <b>attempt</b> [2] 30/13 30/14 <b>attorney</b> [8] 2/20 3/8 4/19 5/1 5/2 5/7 7/14 26/13 <b>attributes</b> [1] 32/10 <b>audit</b> [1] 17/10 <b>availability</b> [2] 8/3 34/24 <b>available</b> [2] 19/23 35/1 <b>Avenue</b> [1] 1/17 <b>avenues</b> [1] 21/25 <b>avoiding</b> [1] 18/19 <b>awarded</b> [1] 32/6 <b>aware</b> [1] 3/6 <b>away</b> [2] 30/8 34/1
<b>2</b> <b>200</b> [1] 1/23 <b>2008</b> [8] 11/20 15/12 29/9 29/16 29/22 30/5 32/18 32/19 <b>2008-1227</b> [2] 11/18 12/15 <b>2009</b> [2] 32/18 32/23 <b>2010</b> [8] 11/22 29/10 29/21 30/3 30/5 31/9 32/11 33/1 <b>2011</b> [5] 32/12 32/15 32/17 32/20 33/7 <b>2012</b> [1] 33/2 <b>2016</b> [1] 28/25 <b>2017</b> [1] 33/3 <b>2017-0605</b> [2] 7/22 34/16 <b>2018</b> [1] 3/22 <b>2019</b> [1] 35/16 <b>2021</b> [2] 1/12 7/18	<b>5</b> <b>50</b> [2] 11/23 16/19 <b>50 percent</b> [9] 10/8 10/14 11/4 12/23 13/2 15/24 17/23 29/23 30/22 <b>50/50</b> [1] 16/19 <b>51 percent</b> [1] 32/3 <b>59</b> [1] 29/19	<b>admission</b> [1] 8/5 <b>admitted</b> [2] 2/20 2/21 <b>admittedly</b> [1] 33/16 <b>adopting</b> [1] 3/12 <b>advanced</b> [1] 33/20 <b>advantage</b> [1] 6/6 <b>advisement</b> [1] 36/11 <b>affairs</b> [1] 35/4 <b>after</b> [7] 4/5 6/3 6/14 12/1 14/6 14/9 24/13 <b>afternoon</b> [3] 2/2 2/16 33/17 <b>again</b> [3] 11/9 21/20 24/6 <b>against</b> [2] 26/4 26/8 <b>ago</b> [2] 3/14 3/25 <b>agree</b> [1] 9/12 <b>agreement</b> [24] 7/24 9/3 10/16 10/22 11/22 12/2 13/3 13/4 13/15 13/17 14/14 16/5 28/22 28/24 29/1 29/3 29/9 29/10 29/11 29/15 29/17 31/10 31/23 34/12 <b>agreements</b> [1] 6/20 <b>ahead</b> [7] 3/5 4/11 5/6 8/7 9/17 33/12 33/22 <b>all</b> [18] 4/5 5/5 6/9 8/24 10/25 15/12 17/20 21/9 21/17 25/5 25/7 25/14 26/11 26/23 28/6 29/13 35/3 36/9 <b>allow</b> [1] 8/20 <b>allowed</b> [1] 10/10 <b>allows</b> [1] 23/24 <b>already</b> [5] 18/18 20/8 20/17 21/13 29/21 <b>already-approved</b> [1] 21/13 <b>Alright</b> [1] 5/3 <b>also</b> [5] 4/8 13/18 13/20 14/1 19/8 <b>alternative</b> [1] 22/24	<b>back</b> [7] 7/17 9/13 15/2 15/12 16/4 18/6 30/3 <b>basis</b> [2] 13/12 33/12 <b>be</b> [63] <b>because</b> [17] 6/19 8/9 10/4 10/22 15/25 18/23 19/13 20/21 22/15 22/19 23/10 24/9 24/20 26/8 29/3 29/4 35/3 <b>become</b> [4] 21/22 22/14 22/15 23/7	
	<b>6</b> <b>60</b> [1] 31/22 <b>658</b> [1] 2/4	<b>admission</b> [1] 8/5 <b>admitted</b> [2] 2/20 2/21 <b>admittedly</b> [1] 33/16 <b>adopting</b> [1] 3/12 <b>advanced</b> [1] 33/20 <b>advantage</b> [1] 6/6 <b>advisement</b> [1] 36/11 <b>affairs</b> [1] 35/4 <b>after</b> [7] 4/5 6/3 6/14 12/1 14/6 14/9 24/13 <b>afternoon</b> [3] 2/2 2/16 33/17 <b>again</b> [3] 11/9 21/20 24/6 <b>against</b> [2] 26/4 26/8 <b>ago</b> [2] 3/14 3/25 <b>agree</b> [1] 9/12 <b>agreement</b> [24] 7/24 9/3 10/16 10/22 11/22 12/2 13/3 13/4 13/15 13/17 14/14 16/5 28/22 28/24 29/1 29/3 29/9 29/10 29/11 29/15 29/17 31/10 31/23 34/12 <b>agreements</b> [1] 6/20 <b>ahead</b> [7] 3/5 4/11 5/6 8/7 9/17 33/12 33/22 <b>all</b> [18] 4/5 5/5 6/9 8/24 10/25 15/12 17/20 21/9 21/17 25/5 25/7 25/14 26/11 26/23 28/6 29/13 35/3 36/9 <b>allow</b> [1] 8/20 <b>allowed</b> [1] 10/10 <b>allows</b> [1] 23/24 <b>already</b> [5] 18/18 20/8 20/17 21/13 29/21 <b>already-approved</b> [1] 21/13 <b>Alright</b> [1] 5/3 <b>also</b> [5] 4/8 13/18 13/20 14/1 19/8 <b>alternative</b> [1] 22/24	<b>back</b> [7] 7/17 9/13 15/2 15/12 16/4 18/6 30/3 <b>basis</b> [2] 13/12 33/12 <b>be</b> [63] <b>because</b> [17] 6/19 8/9 10/4 10/22 15/25 18/23 19/13 20/21 22/15 22/19 23/10 24/9 24/20 26/8 29/3 29/4 35/3 <b>become</b> [4] 21/22 22/14 22/15 23/7	
	<b>7</b> <b>715,000</b> [1] 36/1 <b>715,000 gallons</b> [1] 35/15 <b>753</b> [1] 37/6	<b>admission</b> [1] 8/5 <b>admitted</b> [2] 2/20 2/21 <b>admittedly</b> [1] 33/16 <b>adopting</b> [1] 3/12 <b>advanced</b> [1] 33/20 <b>advantage</b> [1] 6/6 <b>advisement</b> [1] 36/11 <b>affairs</b> [1] 35/4 <b>after</b> [7] 4/5 6/3 6/14 12/1 14/6 14/9 24/13 <b>afternoon</b> [3] 2/2 2/16 33/17 <b>again</b> [3] 11/9 21/20 24/6 <b>against</b> [2] 26/4 26/8 <b>ago</b> [2] 3/14 3/25 <b>agree</b> [1] 9/12 <b>agreement</b> [24] 7/24 9/3 10/16 10/22 11/22 12/2 13/3 13/4 13/15 13/17 14/14 16/5 28/22 28/24 29/1 29/3 29/9 29/10 29/11 29/15 29/17 31/10 31/23 34/12 <b>agreements</b> [1] 6/20 <b>ahead</b> [7] 3/5 4/11 5/6 8/7 9/17 33/12 33/22 <b>all</b> [18] 4/5 5/5 6/9 8/24 10/25 15/12 17/20 21/9 21/17 25/5 25/7 25/14 26/11 26/23 28/6 29/13 35/3 36/9 <b>allow</b> [1] 8/20 <b>allowed</b> [1] 10/10 <b>allows</b> [1] 23/24 <b>already</b> [5] 18/18 20/8 20/17 21/13 29/21 <b>already-approved</b> [1] 21/13 <b>Alright</b> [1] 5/3 <b>also</b> [5] 4/8 13/18 13/20 14/1 19/8 <b>alternative</b> [1] 22/24	<b>back</b> [7] 7/17 9/13 15/2 15/12 16/4 18/6 30/3 <b>basis</b> [2] 13/12 33/12 <b>be</b> [63] <b>because</b> [17] 6/19 8/9 10/4 10/22 15/25 18/23 19/13 20/21 22/15 22/19 23/10 24/9 24/20 26/8 29/3 29/4 35/3 <b>become</b> [4] 21/22 22/14 22/15 23/7	
	<b>9</b> <b>9th</b> [1] 7/18	<b>admission</b> [1] 8/5 <b>admitted</b> [2] 2/20 2/21 <b>admittedly</b> [1] 33/16 <b>adopting</b> [1] 3/12 <b>advanced</b> [1] 33/20 <b>advantage</b> [1] 6/6 <b>advisement</b> [1] 36/11 <b>affairs</b> [1] 35/4 <b>after</b> [7] 4/5 6/3 6/14 12/1 14/6 14/9 24/13 <b>afternoon</b> [3] 2/2 2/16 33/17 <b>again</b> [3] 11/9 21/20 24/6 <b>against</b> [2] 26/4 26/8 <b>ago</b> [2] 3/14 3/25 <b>agree</b> [1] 9/12 <b>agreement</b> [24] 7/24 9/3 10/16 10/22 11/22 12/2 13/3 13/4 13/15 13/17 14/14 16/5 28/22 28/24 29/1 29/3 29/9 29/10 29/11 29/15 29/17 31/10 31/23 34/12 <b>agreements</b> [1] 6/20 <b>ahead</b> [7] 3/5 4/11 5/6 8/7 9/17 33/12 33/22 <b>all</b> [18] 4/5 5/5 6/9 8/24 10/25 15/12 17/20 21/9 21/17 25/5 25/7 25/14 26/11 26/23 28/6 29/13 35/3 36/9 <b>allow</b> [1] 8/20 <b>allowed</b> [1] 10/10 <b>allows</b> [1] 23/24 <b>already</b> [5] 18/18 20/8 20/17 21/13 29/21 <b>already-approved</b> [1] 21/13 <b>Alright</b> [1] 5/3 <b>also</b> [5] 4/8 13/18 13/20 14/1 19/8 <b>alternative</b> [1] 22/24	<b>back</b> [7] 7/17 9/13 15/2 15/12 16/4 18/6 30/3 <b>basis</b> [2] 13/12 33/12 <b>be</b> [63] <b>because</b> [17] 6/19 8/9 10/4 10/22 15/25 18/23 19/13 20/21 22/15 22/19 23/10 24/9 24/20 26/8 29/3 29/4 35/3 <b>become</b> [4] 21/22 22/14 22/15 23/7	
<b>A</b> <b>ability</b> [1] 18/25 <b>able</b> [7] 3/4 5/14 19/11 19/25 22/11 22/13 23/22 <b>about</b> [5] 11/11 19/24 25/20 28/1 33/23 <b>above</b> [1] 37/9 <b>above-mentioned</b> [1] 37/9 <b>absence</b> [1] 6/12 <b>absent</b> [3] 6/11 16/18 23/6 <b>acceptable</b> [1] 5/20 <b>access</b> [5] 9/5 23/24 35/14 35/19 35/22 <b>accessed</b> [1] 35/19 <b>accommodate</b> [3] 33/9		<b>admission</b> [1] 8/5 <b>admitted</b> [2] 2/20 2/21 <b>admittedly</b> [1] 33/16 <b>adopting</b> [1] 3/12 <b>advanced</b> [1] 33/20 <b>advantage</b> [1] 6/6 <b>advisement</b> [1] 36/11 <b>affairs</b> [1] 35/4 <b>after</b> [7] 4/5 6/3 6/14 12/1 14/6 14/9 24/13 <b>afternoon</b> [3] 2/2 2/16 33/17 <b>again</b> [3] 11/9 21/20 24/6 <b>against</b> [2] 26/4 26/8 <b>ago</b> [2] 3/14 3/25 <b>agree</b> [1] 9/12 <b>agreement</b> [24] 7/24 9/3		

<b>B</b> been [10] 3/24 4/8 11/7 15/19 18/20 19/2 27/9 33/20 35/17 37/11 before [17] 1/9 2/8 2/23 3/11 3/20 4/11 9/20 16/4 25/15 26/22 30/10 31/8 31/9 31/12 31/21 32/7 36/4 begin [2] 5/24 20/11 behalf [6] 2/12 2/17 4/12 4/18 4/22 26/12 being [14] 3/6 5/6 9/7 10/17 10/18 10/22 15/10 15/20 17/9 22/22 23/6 26/18 33/9 34/7 belabor [1] 35/5 believe [9] 6/8 11/10 12/21 13/1 13/8 19/6 20/16 20/18 21/6 belongs [1] 12/23 benefit [2] 4/16 14/22 better [1] 17/10 between [3] 7/25 20/14 34/13 bills [1] 17/4 binding [2] 8/22 10/1 bit [3] 6/18 6/19 22/5 Blank [2] 1/19 2/13 Boockvar [2] 27/10 28/8 both [4] 4/17 14/22 18/15 36/10 bottom [1] 18/8 breach [1] 18/20 brief [3] 6/8 6/9 20/6 briefs [1] 3/17 BRIER [1] 1/23 broad [2] 14/1 14/2 building [1] 14/17 built [2] 16/9 35/21 burden [7] 11/13 27/11 27/12 30/11 31/25 32/3 35/6 business [1] 9/20	carefully [1] 27/10 cares [1] 36/4 carried [1] 33/3 carving [1] 22/23 case [12] 2/21 3/22 7/18 15/24 17/15 19/4 19/6 19/10 27/1 27/2 27/24 28/20 cases [1] 19/16 cash [1] 19/22 categories [2] 14/1 14/3 cause [2] 21/21 37/9 caused [2] 5/12 25/19 ceased [1] 15/19 certain [9] 9/22 9/23 11/23 12/2 14/25 20/8 20/23 24/25 24/25 certainly [5] 3/11 14/12 14/17 35/24 36/5 certificate [2] 37/1 37/23 certify [2] 37/6 37/10 certifying [1] 37/24 chain [1] 15/8 challenge [1] 20/19 challenging [6] 18/16 19/20 21/23 23/21 24/7 27/3 change [4] 9/16 15/20 19/21 27/15 changed [2] 16/3 33/4 changes [3] 19/22 30/1 35/3 charge [2] 17/1 18/6 charged [1] 18/9 Charlottesville [1] 1/20 CHESAPEAKE [68] Chesapeake's [10] 12/3 12/25 12/25 14/21 16/24 17/14 18/22 25/20 30/17 33/3 choose [2] 17/16 17/24 chosen [1] 28/15 Circuit [3] 19/3 28/8 33/15 circumstances [1] 27/25 cite [1] 19/4 cited [1] 19/6 clarify [1] 4/7 clear [8] 13/17 15/3 17/8 17/13 27/13 28/9 30/12 32/4 clearly [5] 13/25 14/1 14/2 14/4 26/7 close [5] 12/7 12/9 29/3 29/4 29/5 closed [1] 29/1 closer [2] 35/12 35/25 co [9] 7/8 10/7 11/6 11/11 13/9 18/11 28/17 29/7 30/12 co-own [2] 10/7 11/6	co-owned [2] 7/8 30/12 co-owner [1] 18/11 co-ownership [4] 11/11 13/9 28/17 29/7 Code [1] 37/6 colleague [1] 2/19 colleagues [1] 2/12 collectively [1] 7/2 combination [1] 25/1 combine [2] 12/10 13/10 combined [14] 10/6 12/5 12/10 12/12 12/14 12/18 12/23 13/13 14/10 15/4 15/10 15/25 16/1 16/8 combining [1] 14/16 come [5] 8/15 9/21 18/6 27/12 31/19 comes [1] 26/6 commence [3] 24/4 24/11 35/18 commencement [1] 24/2 comment [1] 25/17 comments [1] 14/24 commissioned [1] 32/18 commit [1] 20/22 commitment [20] 3/14 5/10 5/13 6/1 6/10 7/15 9/7 11/3 21/6 21/12 21/19 21/20 22/6 22/24 23/1 23/3 23/6 24/9 26/2 36/8 committed [1] 34/4 committing [1] 8/21 common [7] 6/19 13/15 14/4 28/3 30/20 31/2 31/17 Commonwealth [3] 28/4 34/2 34/8 company's [1] 19/22 compel [1] 36/7 complaint [1] 28/19 completely [4] 13/5 15/21 16/11 23/18 compliance [1] 34/15 component [4] 2/6 3/15 8/18 21/11 conceivable [1] 24/10 condition [1] 34/10 conditions [3] 7/24 19/21 34/15 conduct [1] 35/13 conducted [1] 3/1 conducts [1] 6/4 confirmed [2] 15/4 15/9 confirms [1] 30/9 connected [1] 33/2 consent [1] 29/4 consented [1] 19/24 consider [2] 3/3 36/4	consideration [4] 13/7 31/6 31/18 31/19 consistent [2] 13/14 13/15 consolidated [1] 12/10 constructed [2] 11/7 33/7 construe [1] 29/15 contemplate [1] 32/10 contemplated [1] 16/8 context [1] 19/16 continued [3] 12/13 12/17 34/17 contribute [2] 6/21 7/2 contributed [3] 10/6 10/7 14/22 contributing [1] 13/20 control [2] 18/1 37/24 controls [1] 6/23 convene [1] 2/1 convey [4] 5/17 29/20 29/22 31/17 conveyance [1] 31/11 conveyed [8] 11/22 12/2 12/6 29/9 29/16 29/21 31/9 31/22 cooperate [2] 9/23 23/25 cooperates [1] 25/23 coordinates [1] 15/9 copy [1] 3/23 correct [2] 21/16 37/7 correctly [1] 21/15 cost [1] 35/22 costs [19] 16/17 16/21 16/24 17/1 17/3 17/4 17/6 17/7 17/8 17/9 17/11 17/13 17/16 17/19 17/20 17/25 18/3 18/5 24/21 could [16] 4/20 8/19 9/24 19/10 21/25 22/1 23/8 23/20 24/1 24/10 24/11 24/11 27/3 27/8 34/25 35/19 counsel [7] 1/25 2/10 2/14 4/20 25/16 31/3 36/9 couple [1] 28/17 courses [1] 23/2 court [48] court's [4] 2/4 2/22 3/23 33/18 courtesy [1] 3/23 courts [2] 19/3 19/18 covered [1] 18/18 Craig [4] 23/25 24/24 35/12 35/25 Creek [21] 5/15 5/18 5/24 7/22 8/6 11/6 11/17 12/4 12/8 12/9 12/18 16/11 16/14 16/20 18/12 20/15 22/11 23/11 23/17 24/3	32/23 critical [1] 6/7 CRR [4] 37/3 37/14 37/15 37/19 current [4] 5/9 29/8 30/2 30/7 custodian [1] 6/22 CV [2] 1/4 2/4 <b>D</b> date [6] 1/12 18/2 24/12 24/12 29/10 37/9 dates [1] 37/9 day [3] 20/23 35/15 36/1 days [5] 20/12 20/14 23/11 29/19 31/22 deadlines [1] 18/18 dealing [1] 34/19 decided [4] 12/9 13/6 13/10 14/7 decision [2] 27/18 36/11 decline [1] 22/21 defeats [1] 19/1 Defendant [3] 1/21 4/1 4/23 Defendant's [3] 2/14 25/16 28/12 defer [2] 4/19 5/2 defies [1] 14/8 delayed [1] 22/6 delve [1] 2/8 demonstrate [1] 26/25 demonstrates [3] 26/24 29/19 33/14 Dempsey [6] 1/21 2/17 4/24 26/12 26/13 30/24 denied [1] 21/11 deny [4] 21/18 21/19 22/25 36/7 DEP [15] 5/16 5/19 5/20 5/23 6/2 7/1 7/5 20/7 20/14 20/22 21/2 23/7 23/11 23/16 26/2 DEP's [1] 8/21 depending [1] 20/25 designed [1] 33/7 determined [1] 34/24 develop [5] 11/25 13/19 14/19 16/21 19/14 developed [1] 16/17 developing [1] 17/5 development [5] 18/9 19/5 19/8 19/19 19/20 did [9] 8/13 13/2 14/20 15/2 17/3 21/2 23/13 29/22 31/10 didn't [8] 9/15 9/18 17/11 18/7 29/3 29/4 29/5 31/19 different [9] 6/21 13/5 15/21 20/4 20/25 22/17
--	---	---	--	--

<b>D</b> different... [3] 22/20 28/18 32/22 digging [1] 15/2 digits [1] 11/19 direct [1] 37/24 disagree [1] 25/22 dispositive [1] 16/1 dispute [2] 8/9 8/12 disputed [2] 11/11 15/1 DISTRICT [6] 1/1 1/2 37/4 37/5 37/20 37/20 do [22] 2/25 8/3 10/2 11/4 13/4 14/13 14/18 20/10 21/6 22/1 22/12 22/22 23/22 24/1 24/24 24/25 25/10 25/12 26/18 34/23 37/6 37/10 docket [11] 7/21 11/17 11/19 30/5 30/6 32/11 32/12 32/18 32/21 34/16 34/16 docketed [1] 3/24 document [3] 7/16 20/7 32/15 documents [3] 3/17 3/18 29/23 does [19] 8/1 11/6 19/22 21/21 23/7 23/15 24/15 24/17 24/18 27/17 28/6 29/12 29/12 31/3 31/10 33/14 34/22 35/10 37/23 doesn't [8] 7/7 7/11 18/4 27/18 28/2 31/23 32/10 33/21 doing [6] 22/23 24/22 25/1 25/3 25/5 25/9 don [1] 23/19 don't [16] 9/1 9/18 9/25 10/1 17/25 18/6 21/12 23/2 24/2 25/7 25/23 31/13 31/19 32/6 33/10 35/5 done [3] 21/5 28/17 30/14 downside [1] 26/10 draft [4] 7/16 8/14 9/19 34/11 drafted [1] 7/20 draw [2] 16/14 22/11 Drenth [4] 27/9 28/7 32/3 33/15 drill [4] 5/15 12/19 16/14 24/24 drilled [1] 17/2 drilling [6] 6/25 7/6 10/10 20/12 35/13 35/18 <b>E</b> e-mail [1] 3/23 each [2] 16/16 22/19 earlier [1] 31/22	easement [1] 29/15 easements [1] 29/12 effect [1] 26/9 effectively [1] 8/5 efforts [1] 22/15 either [4] 8/21 10/3 18/19 31/15 elect [1] 4/19 elected [1] 17/18 element [2] 20/4 30/11 elements [2] 6/9 27/13 Elizabeth [2] 1/16 2/13 else [6] 6/12 15/18 22/1 22/12 25/15 26/6 emergency [2] 24/8 26/19 encompassing [1] 29/16 end [1] 32/8 ENERGY [2] 1/3 2/3 enhance [2] 14/13 16/24 enough [1] 20/13 enter [1] 33/12 entered [5] 9/7 26/22 27/7 27/9 34/13 entertained [1] 22/22 entire [2] 12/16 14/7 entirely [2] 3/7 17/13 entirety [1] 32/19 entitled [5] 14/12 14/18 16/25 18/10 26/5 entity [2] 28/22 28/23 enure [1] 14/21 envision [1] 9/2 envisioned [2] 7/25 9/25 EPSILON [64] Epsilon's [5] 14/10 20/9 26/19 27/12 35/17 Equinor [1] 29/4 equipment [1] 16/13 Esq [1] 1/25 Esquire [6] 1/16 1/16 1/19 1/21 1/22 1/22 essentially [2] 8/14 22/23 establish [3] 5/19 12/22 29/7 established [2] 6/8 18/14 establishing [1] 11/13 even [13] 9/17 9/18 9/21 10/5 13/9 14/18 15/23 16/18 21/7 28/3 30/19 33/10 34/21 event [2] 21/10 34/14 every [1] 13/24 everybody [1] 16/12 everyone [1] 28/4 evidence [10] 30/10 30/12 31/8 31/9 31/11 31/13 31/20 31/21 33/10 36/4	evidentiary [1] 32/1 evidentiary [1] 36/3 evils [1] 25/20 exact [1] 15/13 exactly [3] 7/10 17/7 20/20 example [2] 6/25 19/21 exclude [1] 17/21 exclusive [2] 7/7 11/16 exclusively [2] 10/15 10/18 execute [1] 34/12 exhibit [5] 3/21 30/4 32/14 32/24 32/25 exist [1] 15/19 existing [4] 24/23 24/23 25/1 25/6 exists [1] 7/13 expect [2] 2/22 16/23 expected [2] 14/18 16/20 expedite [2] 20/23 21/5 expedited [3] 21/18 22/21 23/15 expensive [1] 27/5 expire [1] 18/23 expired [1] 18/20 Explain [1] 9/1 express [1] 9/23 expressing [1] 29/20 expressly [2] 9/2 32/13 extensive [2] 24/3 27/25 extent [3] 9/22 16/24 24/16 extinguish [1] 13/11 extinguished [2] 14/11 15/18 extraordinary [2] 32/5 36/6 <b>F</b> face [1] 27/21 facilities [1] 16/13 facility [1] 11/7 fact [4] 15/11 15/15 30/20 35/10 factors [1] 28/11 facts [5] 11/10 11/12 11/14 12/21 33/8 factual [1] 31/12 fail [1] 33/14 failed [1] 17/19 fair [2] 16/22 31/24 fairly [1] 31/2 fall [1] 14/2 far [13] 6/15 8/22 10/4 14/24 16/7 16/13 16/19 18/9 18/14 18/17 19/21 25/19 26/6 farmout [13] 11/22 12/2 13/3 13/4 13/17 13/20 14/6 14/14 16/5 29/9 29/10 31/10 31/23	Fausnaught [5] 37/3 37/14 37/15 37/19 37/21 favor [1] 30/25 favors [1] 28/14 February [5] 7/18 11/22 28/25 29/10 29/21 February 1 [1] 29/21 February 9th [1] 7/18 field [1] 25/10 fighting [1] 14/5 figure [1] 18/8 figured [2] 8/19 11/18 file [1] 4/7 filed [5] 3/18 3/20 7/16 28/19 34/1 final [4] 14/24 33/19 34/21 35/8 finalized [1] 29/2 Finally [1] 12/17 financial [1] 9/3 find [2] 4/12 13/9 finding [1] 19/1 first [5] 11/19 13/2 25/18 29/6 32/25 flexibility [1] 23/14 focus [1] 26/16 folks [2] 7/9 20/21 Forbes [1] 1/17 foregoing [3] 37/7 37/11 37/23 form [6] 3/22 6/20 12/10 14/15 22/23 28/24 former [1] 15/14 forth [1] 37/10 forward [6] 9/25 21/8 23/4 23/8 26/5 33/3 four [3] 11/19 27/13 28/12 Fourth [1] 1/20 frankly [2] 16/18 27/11 Friday [1] 3/23 front [1] 7/15 full [2] 30/6 36/3 fully [2] 16/23 35/9 funds [2] 6/21 7/3 further [1] 37/10 furtherance [1] 14/14 future [4] 6/3 9/2 19/15 34/13 <b>G</b> gain [1] 18/1 gained [1] 35/16 gaining [1] 34/8 gains [1] 35/2 gallons [3] 30/16 35/15 36/1 gas [4] 6/18 18/24 19/16 19/19 gatekeeper [1] 28/11 gave [2] 27/25 30/17	generosity [1] 31/4 get [12] 7/2 8/20 8/20 19/10 19/13 20/25 21/2 21/8 22/7 24/21 25/3 33/10 gets [2] 5/15 35/25 give [3] 13/6 14/7 23/15 given [3] 30/1 30/21 31/5 gives [1] 19/9 glad [1] 4/6 go [7] 4/11 5/6 7/4 8/7 23/4 23/8 33/22 goes [2] 8/1 29/25 going [15] 2/25 8/10 8/11 10/9 10/19 16/12 19/25 20/20 22/11 24/21 27/2 33/25 34/1 34/2 34/3 good [4] 2/2 2/16 20/21 25/10 got [4] 17/6 26/24 27/21 35/11 gotten [1] 18/4 grant [4] 4/6 26/19 27/18 34/20 granted [2] 3/8 19/17 grants [1] 6/4 great [1] 14/19 Greg [2] 2/11 4/14 Gregory [1] 1/16 ground [2] 9/24 18/24 grounds [1] 34/25 guess [4] 9/13 9/14 9/17 11/2 guys [1] 8/14 <b>H</b> had [13] 9/19 9/20 12/6 12/7 12/8 12/8 13/4 15/19 16/3 16/19 29/20 35/15 37/8 half [3] 8/11 35/11 35/25 handed [1] 10/3 hands [1] 8/21 happen [1] 22/12 happens [1] 29/25 happy [2] 5/7 33/18 hard [1] 20/19 harm [17] 6/11 6/12 18/17 18/21 19/1 19/5 19/9 20/5 24/17 24/18 25/19 26/3 26/3 26/25 28/10 28/12 28/13 harmed [2] 26/6 26/7 Harrisburg [1] 1/10 has [23] 2/20 3/2 3/2 3/24 4/8 5/12 13/12 19/2 20/7 20/10 24/25 25/10 29/11 30/14 31/15 32/23 33/20 34/3 34/19 35/6 35/17 36/5
---	---	---	--	---



<b>H</b> has... [1] 37/11 hasn't [1] 16/3 have [55] haven't [1] 18/24 having [6] 8/4 8/22 10/21 25/21 26/10 27/9 he [4] 2/21 2/22 2/23 2/25 head [1] 9/21 hear [2] 3/20 5/7 hearing [14] 2/3 2/5 6/4 6/14 23/4 23/19 23/23 25/25 26/4 26/9 26/18 26/22 31/12 33/10 heavy [1] 10/3 heavy-handed [1] 10/3 heightened [1] 27/14 help [1] 8/14 helped [1] 9/19 here [6] 8/15 8/25 14/5 27/16 33/8 35/6 hereby [2] 32/17 37/6 hereinbefore [1] 37/10 hey [6] 8/10 8/14 10/1 17/4 22/5 23/9 Honor [40] HONORABLE [1] 1/9 hope [1] 15/3 hour [1] 22/1 how [7] 9/2 17/23 18/2 18/3 20/20 25/18 28/1	indicated [2] 3/2 3/14 industry [5] 6/18 6/20 25/13 28/1 28/2 information [1] 17/12 infrastructure [13] 11/7 14/17 16/7 16/9 16/12 16/17 18/10 18/10 18/15 33/5 33/6 34/6 35/21 inherent [1] 16/9 initial [2] 20/6 28/19 injunct [1] 27/7 injunction [19] 3/16 6/4 6/9 6/14 19/10 19/13 21/22 23/5 23/23 25/25 26/4 26/9 26/20 26/21 27/8 27/14 28/14 32/5 33/12 injunctions [1] 19/17 injunctive [4] 2/7 5/11 21/11 27/24 injury [1] 35/9 input [1] 20/24 instance [1] 6/24 instead [1] 33/11 instruments [1] 13/19 intend [1] 29/22 intent [1] 29/20 intentionally [1] 17/18 interest [15] 8/11 10/8 10/14 10/20 11/4 11/23 12/23 13/3 13/11 13/12 14/10 15/25 17/5 17/24 28/14 interests [1] 19/7 interference [1] 19/8 interfering [3] 19/4 24/22 25/5 interim [1] 24/8 involving [1] 5/9 Ironically [1] 29/3 irreparable [1] 35/8 irreparable [11] 6/11 18/17 18/21 19/1 19/5 19/9 20/4 24/17 24/18 26/25 28/10 is [174] isn't [1] 24/9 issue [22] 2/8 3/6 3/11 3/14 3/19 4/8 5/9 5/12 5/13 5/23 6/7 18/16 21/19 22/24 25/19 25/23 25/24 25/24 26/1 26/5 35/22 36/3 issued [3] 7/4 11/20 32/21 issues [3] 9/20 11/3 11/9 it [100] it's [37] 4/19 5/12 5/20 6/16 7/1 10/22 11/15 13/12 13/21 14/19 16/3 17/3 17/20 17/23 20/19 20/19 20/20 21/23	23/21 24/6 24/10 25/11 25/12 25/13 27/8 27/14 28/3 28/3 30/19 31/25 32/3 32/14 32/15 32/15 32/16 33/1 33/3 iteration [1] 9/15 its [12] 5/15 5/16 6/2 12/6 13/6 16/17 27/15 29/4 29/8 31/5 31/17 32/12 itself [3] 11/5 11/11 18/15	<b>J</b> Jack [2] 2/17 4/24 JENNIFER [1] 1/9 JOA [8] 7/2 10/10 10/16 10/19 10/23 16/16 16/18 19/24 JOAs [7] 10/10 11/25 12/19 14/14 16/16 16/18 17/2 John [1] 1/21 join [1] 3/9 joining [2] 1/25 2/3 joint [2] 6/20 9/8 jointly [8] 8/6 12/19 14/12 14/19 16/21 16/25 17/17 18/1 jointly-owned [4] 14/12 16/21 16/25 18/1 Jonathan [2] 1/19 2/13 Joseph [2] 1/25 2/19 JPW [1] 1/4 Judge [13] 2/2 2/19 23/9 26/14 28/15 30/19 30/20 31/20 32/2 32/14 33/20 35/8 36/2 jump [1] 30/8 June [1] 32/20 June 2011 [1] 32/20 just [38]	language [8] 8/8 8/15 8/18 8/19 9/1 9/6 9/11 13/16 last [1] 25/17 later [6] 12/1 12/13 13/5 22/7 29/19 32/20 law [4] 14/21 19/15 32/6 32/10 lawyer [1] 9/18 lawyers [1] 9/19 leads [1] 21/17 least [3] 21/2 27/20 36/2 leave [1] 25/17 let [7] 2/9 2/14 7/14 25/15 26/11 30/2 30/24 let's [3] 5/6 8/25 30/8 letter [46] like [12] 2/9 2/23 6/18 9/6 17/10 18/22 19/10 19/25 22/7 25/15 26/15 26/16 likelihood [6] 6/10 11/13 18/14 22/2 28/9 31/25 likely [1] 22/16 limited [1] 13/23 limits [1] 34/25 line [1] 18/8 lined [1] 25/11 list [1] 13/22 listen [4] 2/24 3/4 10/3 22/6 little [3] 6/18 6/19 22/5 LLC [2] 1/6 2/4 LLP [3] 1/17 1/19 1/23 location [12] 15/1 15/6 15/11 15/21 16/3 30/7 30/7 30/17 30/17 32/22 34/5 35/11 logic [1] 14/8 logical [1] 30/25 logistics [1] 19/19 long [3] 19/11 20/20 23/23 look [7] 6/25 7/4 11/12 28/19 29/14 30/15 32/11 looking [2] 15/8 17/14 Lori [5] 37/3 37/14 37/15 37/19 37/21 lost [1] 18/24 lot [2] 7/1 22/4 lots [1] 7/8	Management [5] 5/16 5/17 5/25 20/9 34/9 mandatory [7] 26/19 27/7 27/13 27/24 28/14 32/5 33/12 maneuver [1] 24/10 many [1] 6/21 matter [7] 2/25 4/22 14/21 18/4 20/13 21/21 36/10 matters [2] 2/23 5/5 may [16] 6/3 6/14 10/21 11/18 20/12 20/14 22/15 23/5 23/8 23/9 23/22 24/1 24/12 27/4 33/10 36/3 May 11 [1] 36/3 May 22 [2] 20/12 23/8 maybe [1] 9/14 McGUIRE [2] 1/17 1/19 me [13] 2/9 2/12 2/14 2/17 7/14 7/15 9/1 23/9 25/15 26/11 30/2 30/24 37/11 mean [7] 7/7 7/12 8/8 10/5 20/18 21/25 28/2 meaning [1] 21/12 means [2] 30/21 37/23 meant [1] 23/15 meet [2] 28/7 33/14 mention [2] 29/12 29/12 mentioned [2] 37/8 37/9 merely [2] 3/15 5/19 merits [6] 6/11 6/15 11/14 18/14 28/10 32/1 met [1] 35/6 middle [4] 1/2 9/24 37/4 37/20 might [6] 10/16 22/6 22/7 22/13 24/13 25/19 miles [2] 35/11 35/25 Minard [2] 19/4 19/5 minor [1] 22/3 mirror [1] 8/9 misunderstand [1] 23/13 moment [6] 3/14 8/25 26/17 30/25 35/9 36/5 Monday [1] 1/12 month [4] 12/1 12/1 13/5 14/6 months [2] 35/18 35/19 moot [8] 21/22 22/14 22/15 23/10 23/18 27/1 27/2 27/18 more [7] 9/10 9/15 22/5 23/14 27/3 27/4 33/24 most [2] 9/15 18/16 motion [11] 2/7 3/16 3/20 3/22 3/24 4/2 4/6 6/5 15/17 21/21 23/4 motivated [1] 31/13
<b>I</b> I'll [2] 4/6 7/22 I'm [12] 3/6 5/7 8/4 16/1 22/13 22/17 22/21 24/7 24/9 27/2 32/18 33/18 identified [5] 12/15 13/24 32/24 33/5 35/24 identifies [1] 34/12 identify [2] 27/9 28/5 illogical [1] 14/11 illustrative [1] 13/25 image [1] 32/25 imagine [1] 9/6 important [2] 6/16 24/9 impossibility [1] 23/7 impossible [1] 25/11 impoundment [1] 11/8 improperly [1] 14/16 inability [1] 26/25 INC [2] 1/3 2/3 include [2] 8/19 29/11 included [7] 8/9 13/20 13/22 13/25 14/2 14/3 30/16 including [4] 12/3 13/23 19/3 19/16 incurred [2] 16/24 17/20 indeed [1] 9/4 independent [2] 35/23 35/23	interests [1] 19/7 interference [1] 19/8 interfering [3] 19/4 24/22 25/5 interim [1] 24/8 involving [1] 5/9 Ironically [1] 29/3 irreparable [1] 35/8 irreparable [11] 6/11 18/17 18/21 19/1 19/5 19/9 20/4 24/17 24/18 26/25 28/10 is [174] isn't [1] 24/9 issue [22] 2/8 3/6 3/11 3/14 3/19 4/8 5/9 5/12 5/13 5/23 6/7 18/16 21/19 22/24 25/19 25/23 25/24 25/24 26/1 26/5 35/22 36/3 issued [3] 7/4 11/20 32/21 issues [3] 9/20 11/3 11/9 it [100] it's [37] 4/19 5/12 5/20 6/16 7/1 10/22 11/15 13/12 13/21 14/19 16/3 17/3 17/20 17/23 20/19 20/19 20/20 21/23	<b>K</b> keep [1] 17/21 KELLY [1] 1/23 kept [1] 30/22 keying [1] 25/6 kind [7] 5/12 6/22 15/1 15/8 16/19 18/1 18/17 knew [2] 8/9 8/10 know [20] 4/21 5/3 6/13 8/13 8/15 9/18 9/18 10/1 10/23 13/16 14/11 16/10 16/23 17/1 18/16 19/21 20/19 22/6 23/17 25/15 knows [1] 27/6 Kravitz [2] 1/22 2/18 Krock [10] 1/16 2/11 4/14 4/19 5/7 7/14 20/2 26/11 26/16 27/25	<b>L</b> laid [1] 22/18	made [4] 28/14 31/15 34/7 36/5 mail [1] 3/23 make [7] 22/8 22/12 22/18 24/15 27/12 32/4 33/19 makes [1] 13/17 making [1] 26/19	Management [5] 5/16 5/17 5/25 20/9 34/9 mandatory [7] 26/19 27/7 27/13 27/24 28/14 32/5 33/12 maneuver [1] 24/10 many [1] 6/21 matter [7] 2/25 4/22 14/21 18/4 20/13 21/21 36/10 matters [2] 2/23 5/5 may [16] 6/3 6/14 10/21 11/18 20/12 20/14 22/15 23/5 23/8 23/9 23/22 24/1 24/12 27/4 33/10 36/3 May 11 [1] 36/3 May 22 [2] 20/12 23/8 maybe [1] 9/14 McGUIRE [2] 1/17 1/19 me [13] 2/9 2/12 2/14 2/17 7/14 7/15 9/1 23/9 25/15 26/11 30/2 30/24 37/11 mean [7] 7/7 7/12 8/8 10/5 20/18 21/25 28/2 meaning [1] 21/12 means [2] 30/21 37/23 meant [1] 23/15 meet [2] 28/7 33/14 mention [2] 29/12 29/12 mentioned [2] 37/8 37/9 merely [2] 3/15 5/19 merits [6] 6/11 6/15 11/14 18/14 28/10 32/1 met [1] 35/6 middle [4] 1/2 9/24 37/4 37/20 might [6] 10/16 22/6 22/7 22/13 24/13 25/19 miles [2] 35/11 35/25 Minard [2] 19/4 19/5 minor [1] 22/3 mirror [1] 8/9 misunderstand [1] 23/13 moment [6] 3/14 8/25 26/17 30/25 35/9 36/5 Monday [1] 1/12 month [4] 12/1 12/1 13/5 14/6 months [2] 35/18 35/19 moot [8] 21/22 22/14 22/15 23/10 23/18 27/1 27/2 27/18 more [7] 9/10 9/15 22/5 23/14 27/3 27/4 33/24 most [2] 9/15 18/16 motion [11] 2/7 3/16 3/20 3/22 3/24 4/2 4/6 6/5 15/17 21/21 23/4 motivated [1] 31/13

<b>M</b> move [3] 9/24 21/8 26/5 moving [1] 35/6 Mr. [8] 2/20 3/4 20/2 26/11 26/12 26/16 27/25 30/24 Mr. Dempsey [2] 26/12 30/24 Mr. Krock [4] 20/2 26/11 26/16 27/25 Mr. Tarantelli [2] 2/20 3/4 much [3] 18/11 25/18 35/3 multiple [1] 35/23 my [10] 2/12 2/19 3/3 7/20 20/10 20/11 21/9 21/17 23/21 37/11 MYERS [1] 1/23	now [20] 3/24 6/8 6/13 12/25 15/13 15/20 15/23 16/16 17/2 17/14 17/23 20/1 20/1 20/14 23/2 23/4 23/10 29/18 30/7 30/19 nowhere [1] 36/5 number [5] 7/21 11/17 11/19 32/19 34/16 numbered [1] 37/9 numbers [1] 32/18	15/17 20/3 optimal [2] 24/6 27/4 option [1] 23/17 oral [4] 1/11 2/5 2/6 2/25 order [8] 10/17 14/19 16/13 17/25 21/12 22/25 24/23 35/21 orders [1] 23/25 origin [1] 12/16 original [1] 3/24 originally [1] 9/14 other [17] 4/20 5/1 5/2 7/9 10/19 13/18 13/18 17/9 19/18 19/24 21/3 21/3 21/25 22/19 23/22 27/3 34/11 others [2] 12/4 12/20 otherwise [2] 19/9 21/19 our [32] 4/16 4/21 5/11 6/4 6/8 6/9 6/17 10/12 10/15 11/13 13/11 13/16 15/3 15/5 15/17 15/17 15/21 16/20 17/1 17/3 18/5 18/18 18/19 18/23 19/4 19/6 20/21 24/4 24/7 30/4 32/9 32/14 out [18] 4/12 5/9 6/16 11/8 11/18 13/16 14/17 16/9 16/14 18/8 19/16 22/18 22/23 29/1 31/4 32/16 34/22 35/10 outweigh [1] 28/13 over [6] 14/5 18/1 19/22 30/17 31/18 34/20 own [13] 8/11 10/7 10/13 10/15 10/19 11/4 11/6 15/24 17/5 17/17 18/7 32/13 35/11 owned [12] 7/8 8/6 12/19 14/12 16/21 16/25 18/1 28/4 28/5 30/6 30/10 30/12 owner [6] 7/8 7/11 7/13 8/17 11/16 18/11 ownership [14] 6/17 9/9 11/11 13/9 14/5 16/19 28/1 28/2 28/17 29/7 30/1 30/2 30/3 32/10 ownerships [1] 28/3 owns [3] 8/22 17/23 34/19	pamd.uscourts.gov [1] 37/21 papers [5] 6/17 13/16 19/4 19/6 30/22 paragraph [1] 34/21 paragraphs [2] 7/19 8/5 part [5] 4/9 10/12 29/9 31/22 32/15 participate [1] 20/1 parties [6] 3/13 7/2 9/8 10/19 14/22 19/24 parties' [1] 3/17 party [4] 16/16 19/23 27/15 35/6 pass [3] 17/16 17/19 17/25 passed [2] 17/9 17/13 pause [1] 30/24 pay [7] 16/16 16/20 17/3 17/6 17/17 18/5 18/7 PENNSYLVANIA [22] 1/2 1/10 2/21 5/16 5/23 6/2 7/1 7/5 8/21 20/7 20/14 20/22 21/2 23/7 23/16 26/2 28/4 34/3 34/8 34/18 37/5 37/20 Pennsylvania's [1] 34/9 people [3] 6/21 9/20 20/22 perceive [1] 9/1 percent [13] 10/8 10/14 11/4 11/23 12/23 13/2 14/8 15/24 17/23 29/23 30/10 30/22 32/3 period [1] 24/13 permanent [1] 26/9 permanently [1] 19/12 permission [3] 2/22 3/8 3/24 permit [75] permits [13] 6/17 6/25 7/10 12/2 13/10 13/18 14/2 14/9 14/16 15/4 15/25 18/18 28/3 permitted [2] 34/5 35/11 permitted-withdrawal [1] 34/5 person [3] 6/22 7/12 8/16 person's [2] 7/4 7/5 perspective [1] 32/9 petition [1] 30/4 physically [1] 25/11 pick [3] 17/16 17/24 26/15 picture [1] 33/6 Pittsburgh [1] 1/18 place [3] 1/10 6/5 10/22 plaintiff [6] 1/16 2/12	3/20 19/12 19/13 31/1 Plaintiff's [5] 2/6 2/9 3/16 28/13 31/25 Plan [5] 5/16 5/17 5/25 20/9 34/9 planned [1] 23/8 play [1] 26/6 pleading [2] 28/20 35/18 please [2] 4/20 5/2 plenty [1] 19/15 point [17] 15/2 15/6 15/7 15/10 15/11 15/13 16/4 18/21 23/10 31/24 32/25 33/1 33/2 33/4 33/6 33/19 35/8 pointed [3] 5/9 13/16 34/21 pointing [1] 6/16 points [1] 32/16 portion [2] 10/6 10/7 posed [1] 26/16 position [4] 12/25 18/22 19/22 27/15 possibility [1] 22/22 possible [1] 36/11 potential [1] 5/24 potentially [2] 9/4 21/24 practical [4] 20/13 21/21 22/15 25/12 practice [1] 25/10 prejudice [2] 9/7 33/21 preliminary [10] 2/7 2/8 3/16 3/19 5/5 5/11 21/22 22/25 23/5 27/7 preliminary injunct [1] 27/7 preparation [1] 25/6 prepared [1] 37/11 presentation [1] 27/25 presented [1] 22/20 presenting [2] 4/13 4/15 Presumably [1] 35/21 pretty [2] 22/3 25/18 previewing [1] 3/5 prior [1] 33/1 pro [5] 16/17 16/20 17/1 17/6 18/5 probably [2] 9/17 23/20 problem [3] 5/22 17/7 23/18 problematic [1] 25/13 proceed [5] 4/11 5/6 8/24 10/25 19/23 proceeding [2] 4/10 31/20 proceedings [2] 1/11 37/8 process [4] 6/3 16/10 21/6 33/8 project [6] 7/11 8/17
<b>N</b> N.E [1] 1/20 name [6] 7/4 7/6 7/12 12/3 12/6 32/13 named [1] 8/17 namely [1] 3/21 narrow [3] 5/10 6/7 25/18 nature [1] 9/10 naught [1] 25/7 near [2] 30/17 36/5 necessarily [6] 7/12 10/14 10/23 13/24 21/24 28/2 necessary [9] 7/3 10/17 13/19 26/21 26/21 26/23 27/1 33/16 36/6 necessity [1] 10/21 need [4] 6/1 24/4 24/12 24/13 neither [1] 13/14 neutral [5] 8/19 9/1 9/2 9/6 9/10 never [7] 19/10 19/13 22/11 29/1 29/2 32/5 33/3 nevertheless [1] 29/5 new [2] 24/24 25/6 next [1] 21/17 Nicholas [2] 1/22 2/18 no [15] 3/2 3/6 4/3 4/3 8/25 13/6 13/7 25/23 26/9 27/2 27/19 29/2 31/18 32/20 34/19 nomenclature [1] 3/13 none [1] 28/14 not [84] note [3] 3/2 4/20 5/3 noted [1] 20/7 nothing [1] 13/4 notion [4] 14/6 14/10 32/4 32/9	objection [3] 3/3 3/7 4/4 objective [2] 35/17 35/17 obligate [2] 8/2 34/22 obligated [1] 32/4 obligation [3] 18/4 18/5 34/20 obligations [1] 24/4 obtain [1] 23/10 obtained [1] 32/12 obviously [1] 31/24 occurs [1] 6/24 offer [1] 31/13 offered [2] 29/18 33/10 Official [3] 37/3 37/16 37/19 oil [4] 6/18 19/16 19/19 25/10 Okay [3] 11/2 16/6 25/14 old [1] 12/14 once [1] 13/10 one [25] 2/6 5/10 6/21 7/4 7/5 8/11 9/17 11/4 12/1 12/1 12/15 13/1 15/1 17/23 17/23 22/20 23/2 25/10 25/10 25/18 27/8 29/2 33/19 35/8 35/24 one's [1] 25/10 one-half [1] 8/11 ones [2] 21/3 21/4 ongoing [2] 8/12 13/12 only [8] 6/21 6/24 7/4 7/13 13/12 18/21 27/8 33/14 open [1] 3/1 operate [1] 29/5 operating [1] 6/20 operations [4] 24/2 24/4 24/11 24/23 operator [6] 6/22 7/7 7/7 11/24 14/11 17/22 operator-ship [1] 17/22 operators [1] 25/21 opportunity [2] 2/24 19/14 opposed [1] 6/13 opposition [3] 4/1	<b>P</b> p.m [3] 1/12 2/1 36/15 PA [3] 1/18 1/24 5/20 pad [6] 23/25 24/24 25/2 25/21 35/12 35/25 page [2] 20/6 32/15 paid [2] 18/2 33/7	passed.uscourts.gov [1] 37/21 papers [5] 6/17 13/16 19/4 19/6 30/22 paragraph [1] 34/21 paragraphs [2] 7/19 8/5 part [5] 4/9 10/12 29/9 31/22 32/15 participate [1] 20/1 parties [6] 3/13 7/2 9/8 10/19 14/22 19/24 parties' [1] 3/17 party [4] 16/16 19/23 27/15 35/6 pass [3] 17/16 17/19 17/25 passed [2] 17/9 17/13 pause [1] 30/24 pay [7] 16/16 16/20 17/3 17/6 17/17 18/5 18/7 PENNSYLVANIA [22] 1/2 1/10 2/21 5/16 5/23 6/2 7/1 7/5 8/21 20/7 20/14 20/22 21/2 23/7 23/16 26/2 28/4 34/3 34/8 34/18 37/5 37/20 Pennsylvania's [1] 34/9 people [3] 6/21 9/20 20/22 perceive [1] 9/1 percent [13] 10/8 10/14 11/4 11/23 12/23 13/2 14/8 15/24 17/23 29/23 30/10 30/22 32/3 period [1] 24/13 permanent [1] 26/9 permanently [1] 19/12 permission [3] 2/22 3/8 3/24 permit [75] permits [13] 6/17 6/25 7/10 12/2 13/10 13/18 14/2 14/9 14/16 15/4 15/25 18/18 28/3 permitted [2] 34/5 35/11 permitted-withdrawal [1] 34/5 person [3] 6/22 7/12 8/16 person's [2] 7/4 7/5 perspective [1] 32/9 petition [1] 30/4 physically [1] 25/11 pick [3] 17/16 17/24 26/15 picture [1] 33/6 Pittsburgh [1] 1/18 place [3] 1/10 6/5 10/22 plaintiff [6] 1/16 2/12	3/20 19/12 19/13 31/1 Plaintiff's [5] 2/6 2/9 3/16 28/13 31/25 Plan [5] 5/16 5/17 5/25 20/9 34/9 planned [1] 23/8 play [1] 26/6 pleading [2] 28/20 35/18 please [2] 4/20 5/2 plenty [1] 19/15 point [17] 15/2 15/6 15/7 15/10 15/11 15/13 16/4 18/21 23/10 31/24 32/25 33/1 33/2 33/4 33/6 33/19 35/8 pointed [3] 5/9 13/16 34/21 pointing [1] 6/16 points [1] 32/16 portion [2] 10/6 10/7 posed [1] 26/16 position [4] 12/25 18/22 19/22 27/15 possibility [1] 22/22 possible [1] 36/11 potential [1] 5/24 potentially [2] 9/4 21/24 practical [4] 20/13 21/21 22/15 25/12 practice [1] 25/10 prejudice [2] 9/7 33/21 preliminary [10] 2/7 2/8 3/16 3/19 5/5 5/11 21/22 22/25 23/5 27/7 preliminary injunct [1] 27/7 preparation [1] 25/6 prepared [1] 37/11 presentation [1] 27/25 presented [1] 22/20 presenting [2] 4/13 4/15 Presumably [1] 35/21 pretty [2] 22/3 25/18 previewing [1] 3/5 prior [1] 33/1 pro [5] 16/17 16/20 17/1 17/6 18/5 probably [2] 9/17 23/20 problem [3] 5/22 17/7 23/18 problematic [1] 25/13 proceed [5] 4/11 5/6 8/24 10/25 19/23 proceeding [2] 4/10 31/20 proceedings [2] 1/11 37/8 process [4] 6/3 16/10 21/6 33/8 project [6] 7/11 8/17

<b>P</b> project... [4] 9/24 12/16 21/5 22/8 property [4] 19/7 19/8 19/12 19/14 proposal [1] 27/19 proposals [2] 18/19 18/23 propose [3] 18/23 18/25 35/13 proposed [7] 5/15 7/15 9/14 9/16 20/8 20/12 21/14 proposing [1] 20/11 proposition [1] 19/7 prove [1] 31/25 provided [2] 7/23 30/4 provisions [1] 37/5 proximity [1] 12/7 public [1] 28/13 pump [1] 11/8 pumps [1] 16/13 purchase [3] 9/4 28/21 28/24 purchased [2] 28/23 29/2 purpose [2] 10/15 34/8 purposes [2] 3/12 4/9 pursuant [2] 13/3 37/5 pursue [1] 21/25 put [2] 9/16 27/17	receive [2] 17/11 31/19 received [3] 3/22 31/14 33/11 recent [1] 9/15 recognized [2] 19/18 30/5 record [10] 2/5 2/10 2/15 4/7 4/9 7/18 30/2 30/3 30/9 36/3 redacted [1] 28/24 refer [2] 3/12 7/22 reference [2] 12/14 31/23 reflect [4] 10/17 29/24 30/22 31/11 refuse [2] 34/25 36/7 regarding [1] 21/20 rejected [1] 19/3 relate [1] 6/10 related [4] 11/3 11/9 15/12 21/10 relationship [1] 20/21 relative [1] 7/21 relief [9] 2/7 3/15 5/11 21/11 21/20 22/25 23/16 24/8 27/24 reluctant [1] 22/14 rely [1] 4/17 remain [1] 34/15 remaining [2] 20/13 23/11 remedy [2] 32/5 36/6 render [1] 36/11 renewal [1] 12/13 renewed [1] 12/14 reply [2] 6/9 15/3 REPORTED [1] 37/18 reporter [6] 4/17 4/21 37/4 37/16 37/19 37/24 REPORTER'S [1] 36/16 represent [1] 20/20 representation [1] 34/7 reproduction [1] 37/23 request [8] 3/4 5/1 5/11 21/11 21/18 22/25 24/8 27/18 requested [3] 3/15 21/20 22/22 require [1] 24/2 required [2] 6/9 16/16 rescinded [1] 32/20 rescinds [1] 32/18 resolution [2] 9/8 21/19 respect [1] 4/1 respectfully [5] 28/6 31/14 32/8 35/6 36/2 respond [1] 31/2 response [5] 11/1 12/25 20/3 25/20 31/6 responses [1] 20/25 responsibility [1] 34/17	responsible [1] 34/15 retain [1] 13/2 retention [1] 29/23 return [2] 31/6 31/14 review [3] 4/8 6/2 20/14 reviewed [2] 3/16 20/8 reviewing [2] 5/24 23/17 Rich [1] 2/18 Richard [1] 1/22 right [21] 4/5 5/5 5/18 8/24 10/2 10/25 11/5 15/13 21/9 21/17 25/14 26/11 28/9 30/8 30/16 32/6 33/6 35/14 35/15 36/5 36/9 rights [1] 34/20 rise [1] 19/9 RMR [4] 37/3 37/14 37/15 37/19 room [1] 22/5 rules [2] 26/4 26/8 Run [2] 19/4 19/5 rush [1] 33/9	sent [1] 3/23 separate [6] 11/2 11/9 12/6 13/5 15/21 25/21 series [2] 11/25 26/15 serve [1] 11/24 served [1] 13/11 serves [1] 6/22 set [1] 37/10 several [1] 12/4 shape [1] 14/15 share [6] 9/3 16/17 16/21 17/1 17/6 18/5 sharing [2] 7/24 34/12 she [1] 4/17 ship [1] 17/22 short [2] 3/25 24/13 should [2] 9/13 31/16 showing [9] 27/13 28/9 28/15 30/12 31/15 31/18 32/4 35/7 36/6 shut [1] 25/1 side [1] 8/21 sign [7] 8/10 8/12 21/12 23/1 33/21 33/22 36/8 signed [8] 6/13 8/20 11/21 14/7 16/5 21/7 23/2 26/10 significance [1] 15/15 significant [1] 15/20 significantly [1] 25/20 signing [1] 26/7 signs [2] 6/1 26/1 similar [2] 8/18 14/9 simply [7] 6/19 8/3 14/8 14/11 18/22 18/25 32/3 since [2] 32/22 35/15 single [1] 13/24 site [1] 20/12 situation [1] 19/25 slightly [3] 20/4 20/25 22/20 smaller [1] 21/3 so [77] sole [1] 11/15 some [14] 4/20 5/21 9/19 9/20 10/16 10/21 11/10 13/18 13/22 15/2 19/24 21/3 24/16 24/20 somebody [1] 26/6 somehow [8] 10/4 13/9 13/11 14/10 15/17 15/19 16/2 24/25 someone [1] 8/16 something [7] 6/16 9/6 14/17 22/1 22/12 24/6 33/25 sometimes [1] 20/24 somewhere [1] 15/18 sorry [1] 23/9 sort [2] 22/25 30/14 sorts [1] 25/5 sought [1] 15/16	source [19] 5/19 5/24 6/6 7/23 8/6 8/23 9/4 9/5 9/9 10/13 12/16 15/13 15/22 20/15 23/11 24/3 25/4 31/5 35/23 sources [4] 20/8 21/3 21/13 35/24 speaking [2] 4/18 5/3 specifically [3] 4/20 5/2 19/19 spirit [1] 31/4 sponsor [2] 7/11 8/17 Spruce [1] 1/23 squarely [1] 27/17 SRBC [30] 3/13 5/10 5/13 6/10 6/18 6/23 7/10 7/15 8/13 8/17 11/3 11/16 12/2 12/13 15/5 21/6 22/6 22/23 23/1 23/6 24/8 25/4 26/1 29/25 30/5 30/9 32/10 32/17 32/21 34/16 SRBC-2011 [1] 32/17 standard [6] 27/6 27/10 27/14 28/7 28/8 33/15 standpoint [4] 14/4 22/2 22/15 25/12 stands [1] 19/6 start [6] 6/2 6/16 23/17 24/22 25/1 25/3 started [1] 33/23 state [4] 2/10 2/15 34/18 35/4 statement [1] 22/10 states [7] 1/1 7/21 8/3 34/23 37/4 37/6 37/20 status [1] 35/3 stay [1] 8/25 step [1] 9/17 still [12] 7/8 10/16 10/21 12/15 12/23 15/24 18/24 21/6 21/8 22/8 24/10 24/11 storage [1] 16/13 store [1] 11/8 Street [2] 1/20 1/23 strike [1] 2/5 structure [1] 28/15 subject [3] 7/23 8/3 34/24 submission [1] 32/14 submit [4] 7/3 26/2 27/23 34/2 submitted [5] 4/9 7/17 23/6 32/24 34/18 subordinate [1] 28/22 subset [1] 5/11 subsidiary [1] 28/22 substantive [1] 5/18 success [9] 6/11 6/15 11/13 18/14 22/3 27/13
--	--	---	---	--

<b>S</b> success... [3] 28/9 28/10 31/25 successful [2] 22/16 23/23 such [2] 23/8 24/10 suffer [1] 26/3 sufficient [4] 11/12 12/22 21/4 21/14 suggest [2] 31/16 34/3 suggesting [5] 14/15 16/2 17/18 24/7 24/10 suggestion [1] 27/4 Suite [3] 1/17 1/20 1/23 supersedes [1] 32/17 supervision [2] 37/12 37/24 supply [4] 7/21 7/23 15/22 34/4 supporting [1] 3/17 sure [6] 13/24 17/7 18/2 22/17 22/18 33/24	17/20 18/6 21/20 25/3 25/7 28/12 29/22 33/13 theoretically [1] 19/14 there [39] these [11] 13/14 13/21 14/2 14/19 17/4 17/8 17/9 17/11 17/17 18/23 22/12 they [63] they're [5] 8/10 8/11 13/15 14/1 34/2 thing [2] 13/8 18/21 things [18] 9/23 13/2 14/13 14/25 15/1 19/21 20/23 22/13 24/1 24/10 24/21 24/22 25/2 25/9 25/13 27/3 28/1 34/11 think [37] 6/15 6/16 8/18 9/19 9/22 9/25 10/5 10/12 11/1 11/18 14/19 14/25 15/24 16/12 18/13 18/15 18/16 18/17 19/3 21/5 21/9 22/4 22/14 22/19 23/5 23/14 23/19 23/20 23/20 24/16 24/16 24/20 25/22 26/12 35/5 35/9 36/9 thinking [2] 3/7 9/15 third [4] 7/19 19/3 28/8 33/15 this [83] Thomas [2] 1/16 2/13 those [16] 5/5 8/4 11/12 11/25 12/21 13/25 14/2 17/1 17/7 18/5 18/13 20/17 22/15 23/2 28/10 33/8 though [4] 7/15 24/17 28/3 30/19 three [2] 20/6 28/12 through [5] 10/5 15/8 23/1 29/16 29/17 time [4] 9/16 20/13 21/8 24/13 timing [7] 5/12 6/6 20/10 22/4 22/5 23/14 33/9 title [2] 15/8 37/6 today [19] 2/23 3/25 4/6 4/13 4/19 15/10 20/10 21/7 23/16 25/24 26/1 26/3 26/18 26/22 27/18 27/21 31/20 35/4 35/20 today's [3] 3/6 3/12 4/10 together [5] 7/2 9/17 12/10 13/10 15/4 tomorrow [2] 21/7 35/20 took [1] 29/8 total [1] 29/22 trace [1] 30/15	tracing [1] 32/9 transaction [1] 13/5 transactions [1] 13/22 transcript [6] 3/21 4/4 4/8 37/7 37/11 37/23 transferred [1] 12/3 trouble [1] 8/4 true [1] 37/7 try [6] 14/13 17/25 20/23 22/1 22/13 27/3 trying [2] 9/22 10/2 tug [1] 30/25 turn [3] 2/14 25/15 26/12 turns [1] 29/1 two [9] 8/5 11/2 13/2 15/4 20/1 22/17 25/21 35/11 35/25 type [3] 5/21 13/21 19/2 typical [1] 8/15	up [6] 9/13 12/13 25/6 25/11 26/15 30/3 updates [1] 20/24 upon [1] 34/25 us [25] 3/9 5/12 5/23 8/14 8/20 17/1 17/8 17/9 17/16 17/17 17/19 17/21 17/25 18/6 18/9 20/19 21/8 23/15 23/18 23/21 23/24 23/25 24/24 26/8 34/12 USA [2] 1/3 2/3 use [6] 5/14 5/18 7/11 8/16 12/18 18/10 used [6] 10/9 10/17 10/18 10/22 15/5 15/10 using [5] 5/20 10/13 10/15 10/15 34/5 utilize [1] 11/8 utilized [3] 3/13 15/7 33/1	23/16 24/21 26/5 we've [1] 6/8 website [2] 7/1 7/5 week [1] 21/7 welcome [1] 3/8 well [22] 3/17 8/25 15/16 17/20 18/7 18/19 19/23 20/1 21/14 22/10 23/25 24/2 24/20 24/24 25/2 25/7 25/21 27/6 30/2 31/7 35/5 35/12 wells [20] 5/15 10/10 10/18 10/19 10/23 10/23 10/24 12/19 13/18 13/19 16/15 17/2 17/5 18/23 18/25 22/12 24/23 24/24 25/1 25/6 went [2] 15/2 35/10 were [29] 2/25 3/18 9/17 9/22 10/15 12/4 12/9 13/19 13/20 14/3 14/9 15/4 15/23 15/25 15/25 16/4 17/2 17/8 17/8 17/9 17/9 17/11 17/13 18/3 21/18 22/21 22/24 23/23 25/3 weren't [2] 10/2 10/14 what [29] 8/4 8/13 8/14 15/15 17/7 17/11 17/13 17/13 17/16 18/2 18/8 18/9 19/24 19/25 21/5 23/14 26/18 27/15 29/23 29/25 30/14 30/22 31/13 31/14 32/16 32/23 33/23 35/10 36/4 whatsoever [1] 25/23 when [16] 7/4 9/13 10/4 12/12 15/4 15/18 17/23 17/24 17/25 19/16 21/1 23/13 27/14 27/17 32/20 33/10 where [5] 15/21 16/4 22/5 33/8 35/12 whether [6] 17/18 26/20 26/21 26/21 26/22 35/1 which [28] 3/14 3/21 4/6 4/8 6/20 6/24 7/22 10/19 11/5 11/22 13/6 17/5 19/6 20/12 21/18 22/13 22/25 23/5 27/15 29/11 30/3 32/9 32/12 32/24 33/2 34/25 35/9 35/12 while [7] 3/25 8/12 10/13 11/10 14/25 20/21 25/22 who [10] 2/19 4/12 4/21 4/22 5/3 6/22 8/16 8/22 19/24 20/25 whose [1] 7/12 why [7] 6/6 6/7 8/4 22/13 24/18 31/8 31/17
<b>T</b> tact [2] 29/6 29/8 take [9] 6/5 14/12 20/20 21/13 22/21 30/15 30/16 34/1 36/10 taken [3] 19/12 29/6 33/25 takes [1] 30/11 talk [1] 20/25 Tarantelli [5] 1/25 2/19 2/20 3/4 3/8 telephonic [2] 1/11 37/8 telephonically [1] 1/15 term [1] 29/15 terms [2] 7/24 34/15 than [3] 22/7 32/20 33/24 Thank [9] 3/5 3/10 5/8 26/11 26/14 32/2 36/9 36/13 36/14 that [317] that's [24] 3/7 3/11 6/6 7/10 9/2 13/23 13/25 16/1 16/9 16/21 17/22 18/16 19/15 21/16 23/14 23/20 28/9 29/23 30/10 33/2 33/5 33/22 33/25 35/22 their [14] 14/13 15/16 17/20 19/5 19/25 28/16 28/22 30/12 30/20 34/10 35/7 35/11 35/17 35/18 them [11] 12/3 12/10 20/23 27/17 30/21 33/13 33/21 33/21 35/22 35/23 35/25 themselves [1] 21/4 then [15] 3/8 6/5 6/5 8/1 11/24 12/5 13/23	ultimate [2] 3/15 25/25 ultimately [1] 9/8 Um [1] 9/12 uncommon [1] 13/21 under [16] 5/25 10/10 10/16 11/25 12/19 16/16 16/18 16/18 17/2 27/24 29/2 35/1 35/14 36/11 37/11 37/24 underlying [1] 13/17 undermine [2] 24/17 24/18 understand [7] 7/17 11/1 17/11 17/14 20/2 25/14 36/10 understanding [7] 7/20 8/4 17/3 20/11 21/15 22/19 23/22 understands [1] 34/14 understood [2] 16/11 31/24 undisputed [11] 11/12 11/14 11/15 11/21 12/1 12/5 12/12 12/17 12/21 14/25 30/20 undivided [9] 8/11 10/8 10/14 11/4 11/23 12/22 13/3 15/24 17/23 unintentionally [1] 17/19 unique [3] 6/19 19/7 19/9 UNITED [4] 1/1 37/4 37/6 37/20 unless [3] 5/15 5/25 37/23 unlikely [1] 31/3 unnecessary [1] 33/17 until [4] 5/25 6/13 22/7 25/10 unusual [2] 6/19 7/1	VA [1] 1/20 value [4] 13/6 14/5 14/13 16/25 various [1] 6/23 verified [1] 28/20 verify [1] 21/10 version [1] 30/20 versus [3] 2/3 27/9 28/8 very [11] 5/10 5/10 12/9 19/20 19/20 27/20 27/25 28/3 32/13 35/3 36/2 view [2] 25/23 25/24 vigorously [1] 14/5 violation [1] 5/21 volume [1] 16/14 volumes [1] 15/25 vs [1] 1/4	<b>W</b> waiting [1] 6/13 want [8] 4/12 5/2 17/16 17/25 20/3 21/10 22/18 35/5 wanted [3] 3/19 4/7 17/12 wanting [1] 8/16 warrant [2] 27/24 36/6 was [59] wasn't [3] 10/17 17/8 17/12 water [68] water-sharing [1] 34/12 way [5] 14/15 15/12 17/22 25/12 28/15 ways [2] 22/8 28/18 we [118] we're [9] 10/10 17/7 18/2 18/10 18/11 22/18	

## W

**wiggle [1]** 22/5  
**will [35]** 2/5 3/12 4/5  
4/7 4/8 4/9 4/12 4/15  
4/16 4/17 4/22 4/25  
5/14 5/17 5/19 5/23 6/5  
7/23 9/12 10/3 15/9  
18/21 18/24 19/13  
20/23 20/24 21/8 23/18  
26/3 26/6 26/7 26/9  
34/13 34/14 36/10  
**willingness [3]** 8/3  
9/23 34/23  
**WILSON [2]** 1/9 2/2  
**wise [1]** 22/4  
**withdraw [3]** 11/5  
11/16 12/18  
**withdrawal [11]** 15/2  
15/6 15/10 15/11 15/13  
32/25 33/1 33/2 33/4  
33/6 34/5  
**withdrawing [2]** 16/4  
16/10  
**withdrawn [2]** 15/20  
32/23  
**withheld [1]** 29/4  
**within [3]** 14/2 23/10  
37/8  
**within-mentioned [1]**  
37/8  
**without [5]** 8/21 9/7  
26/18 31/5 31/18  
**WOODS [2]** 1/17 1/19  
**word [1]** 7/11  
**work [4]** 22/8 24/25  
24/25 28/1  
**working [2]** 20/21  
25/21  
**works [2]** 17/22 17/23  
**would [60]**  
**wouldn't [3]** 9/10 24/12  
30/21  
**writing [1]** 29/19  
**Wyalusing [21]** 5/15  
5/18 5/24 7/22 8/6 11/6  
11/17 12/4 12/8 12/9  
12/18 16/11 16/14  
16/20 18/12 20/15  
22/11 23/11 23/17 24/3  
32/23

## Y

**Yeah [2]** 8/8 9/12  
**year [3]** 11/20 12/13  
20/1  
**years [2]** 19/22 20/1  
**yes [4]** 5/4 20/18 22/9  
23/18  
**yet [1]** 34/10  
**you [71]**  
**you'll [1]** 23/9  
**you've [2]** 17/5 26/20  
**your [57]**